

Memorandum of Understanding
for
Mission-to-Market for Inclusive Economic
Development
Between
The Florida International University
Board of Trustees
and
The City of Fort Lauderdale

Memorandum of Understanding

Between

The Florida International University Board of Trustees

Modesto A. Maidique Campus
11200 S.W. 8 Street, MARC 430
Miami, FL 33199-0001 U.S.A

And

The City of Fort Lauderdale
100 N Andrews Ave
Ft Lauderdale, FL 33301, U.S.A.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2019, by and between The Florida International University Board of Trustees for the benefit of its Applied Research Center (“FIU”) and The City of Fort Lauderdale (“PARTNER”)] establishes the basis for mutual understanding and cooperation between the Parties and declares the Parties’ mutual interest in exploring the potential for the establishment of cooperative activities as set forth herein. FIU and PARTNER may be referred to hereinafter collectively as the “Parties” and individually as a “Party.”

WHEREAS, FIU and PARTNER have carefully assessed their mutual capabilities and interests and have concluded that it is desirable to enter into this MOU; and

WHEREAS, the Parties have determined that this MOU will enable them to complement their unique capabilities and offer the best combination of capabilities to further the goals of this MOU that are of benefit to both Parties as well as to the community at large.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of said consideration being hereby acknowledged, the Parties hereby do agree as follows:

1. FIU and PARTNER are joined by a common goal: to grow the South Florida and beyond innovation economy by establishing an entrepreneurial resource center in Fort Lauderdale. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of innovators, entrepreneurs, and students.

FIU’s Mission-to-Market (M2M) initiative seeks to tap the trillions of dollars of underutilized patented technologies developed by U.S. Department of Energy and Labs, other Federal Agencies, FIU and other universities, and industry to foster economic development in South Florida and beyond. Modeled after insights gained from the Military-Industrial complex during the Cold War era, Silicon Valley, and inclusive economic development strategies, the mission of FIU’s M2M Initiative is to inclusively grow the South Florida and beyond innovation economy. The M2M Initiative has four goal areas: 1) Science, Technology, Engineering, and Mathematics (STEM) Entrepreneurial Workforce Development; 2) Innovation Ecosystem Development; 3) Business Incubator and Accelerator Network; and 4) Technology Transfer & Commercialization. The M2M Industry Partner Network seeks to leverage the professional networks, expertise, and financial resources of the private sector to build the capacity of innovators, entrepreneurs, and students to compete for employment and business opportunities in the burgeoning high technology sector.

The purpose of this MOU is to bring PARTNER into M2M’s Industry Partner Network, where the Parties can develop and foster mutual understanding and a working relationship to strengthen and expand American innovation in one or more of the M2M Initiative’s four goal areas. PARTNER seeks to further the M2M mission by focusing on STEM Entrepreneurial Workforce Development, Innovation Ecosystem Development, Business Incubator and Accelerator Network, and Technology Transfer and Commercialization described herein.

To further the goals of this MOU, Parties agrees to:

- a. **STEM Entrepreneurial Workforce Development:** STEM Entrepreneurial skills are required to be competitive in the global high technology race for marketplace dominance, to create and maintain a healthy economy, and foster innovation and excellence. The rapid growth of patented technologies in the U.S. and the lack of entrepreneurs trained in STEM disciplines has created a shortage of talent and high technology products & services based on said patented technologies, especially from underrepresented groups. **The Parties intend to work together to increase the number of students trained in high technology entrepreneurship who are pursuing degrees in the STEM fields and to educate diverse innovators and entrepreneurs about high technology entrepreneurship.**
 - b. **Innovation Ecosystem Development:** Innovation ecosystem development is composed of changing culture, mapping assets, building community, cultivating talent, attracting capital, and fostering economic development. South Florida is an attractive region of untapped potential given the capital, talent, companies, and geographic advantages. Expertise, cooperation, and resources are needed to build a thriving innovation ecosystem in South Florida. **The Parties seek to chart and assess ecosystem assets, cultivate a regional entrepreneurial hub, attract capital and resources, and measurably grow the South Florida high technology innovation economy.**
 - c. **Business Incubator and Accelerator Network:** Cultivating businesses with unique intellectual property assets requires a sophisticated business incubator and accelerator support network. Innovators and entrepreneurs attempting to commercialize patented technologies derived from America's innovation system require tailored programming, mentorship, capital, and services within an ecosystem of business incubators and accelerators. Underrepresented communities are often ill-equipped to starting and scaling high technology ventures. **The Parties' goal is to increase the number of underrepresented innovators and entrepreneurs, and high technology ventures participating in business incubators and accelerators or relevant services.**
 - d. **Technology Transfer and Commercialization:** Transferring technology derived from America's innovation system is often challenging for universities and governmental agencies. **The Parties agree to work together to increase technology transfer & commercialization activities of patented technologies developed by FIU, U.S. Department of Energy Labs, or other university or government agencies.**
 - e. To establish a formal, but flexible system of communication with each other so that the Parties are each informed of each other's needs and viewpoints.
 - f. To measure the success of this MOU and to correct areas in need of improvement.
2. FIU and PARTNER also agree to the following:

- a. Within the limits of its available and/or appropriated resources, FIU will:
 - 1) Provide PARTNER with relevant up-to-date information about FIU programs and initiatives.
 - 2) Advise PARTNER of relevant FIU events that may impact its mission.
 - 3) Invite PARTNER to attend relevant FIU events and offer FIU training to PARTNER when appropriate.
 - 4) Work with PARTNER to develop specific joint outreach activities, workshops, conferences, seminars, courses, and convenings to further M2M goal areas which will be memorialized in separate agreements to be executed as mutually agreed upon by the Parties in accordance with each Party's policies and procedures.
 - 5) Provide speakers, consistent with FIU rules and policy, to participate in PARTNER workshops, conferences, seminars and other activities to discuss the M2M Initiative.
- b. Within the limits of its available resources, PARTNER will:
 - 1) Cooperate with M2M to provide information to innovators, entrepreneurs, and relevant service providers about the M2M Initiative.
 - 2) Keep abreast of and disseminate up-to-date information provided by FIU when appropriate.
 - 3) Upon request, provide speakers for FIU-sponsored events or M2M related courses as appropriate.
 - 4) Inform FIU of PARTNER activities that are relevant to the common mission of the Parties.
 - 5) Work with FIU to develop specific joint outreach activities, workshops, conferences, seminars, courses, and convenings to further M2M goal areas.

3. If the Parties agree, based on each Party's policies and procedures, that they desire to collaborate on any particular project, the Parties shall negotiate in good faith to enter into a separate written agreement for each such project. Neither Party is obligated to enter into an agreement to which it does not accept the terms.

4. During the term of this MOU, the Parties may exchange proprietary information. When proprietary information is disclosed by one Party to the other in writing and clearly identified as proprietary, the receiving Party agrees that such information shall be maintained in confidence in accordance with Florida law for a period of three (3) years after termination of this MOU, whichever is longer, notwithstanding any termination dates expressed elsewhere in this MOU.

The Parties shall not be liable for disclosures made inadvertently or by mistake, providing that Parties exercise the same standard of care to protect the information received as they do to protect their own proprietary information. Disclosure of such information shall be restricted to the Parties' employees who are directly participating in this MOU. The obligation with respect to handling proprietary information, as set forth in this MOU, is not applicable to the following:

- a. Information that is now in, or hereafter enters, the public domain through no fault of the receiving Party;
- b. Information that was previously known to the receiving Party independently of the disclosing Party;
- c. Information that is independently developed by the receiving Party;
- d. Information that is disclosed with the written approval of the other Party;
- e. Information that is received from other sources provided such other source did not receive it due to a breach for this MOU.

If a legal right to disclose cannot be limited or if information is required to be disclosed under a court/authority order or government funding arrangement or legal requirement, this disclosure is not considered a breach of the above-mentioned confidentiality obligation.

No license to the other Party, under any trademark, patent or copyright is either granted or implied by the conveying of information to that Party. None of the information which may be submitted or exchanged by the respective Parties shall constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other Party with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or other rights of third persons.

Each Party's Coordinator set forth in this MOU shall be the only point(s) of contact for receiving all confidential information exchanged between the Parties pursuant to this MOU. Any change of the individual will be communicated to the other Party in writing. Oral disclosures of proprietary information must be identified as proprietary at the time of disclosure, followed by written confirmation within ten (10) days. Any proprietary information given to anyone other than to the Coordinators will not fall under the protection of this MOU. Except as otherwise provided by Florida law, all proprietary information and all copies thereof shall be returned to the disclosing Party upon written request.

5. Dr. J. Chris Ford, Mission-to-Market Manager, will serve as the Coordinator for this MOU on behalf of FIU. K. Michael Chen, Economic & Business Development Manager, will serve as the Coordinator of this MOU on behalf of PARTNER. The Coordinators will be responsible for coordinating the discussions between the Parties relative to this MOU on behalf of their respective entities.

6. This MOU becomes effective on the last date signed by the Parties and shall remain in effect for three (3) years unless earlier terminated by either Party upon giving thirty (30) days prior notice of termination or upon the mutual agreement of the Parties. The Parties may discontinue this MOU at any time by mutual consent in writing.

7. This MOU expresses the basic understanding and present intentions of the Parties but does not attempt to either specify or otherwise limit the collaborative efforts between the Parties. It merely serves as evidence of the Parties' good faith intentions with regard to these activities.

8. This MOU in no way restricts the Parties from working with other organizations on any research or other projects.

9. This MOU does not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization. Each Party is and shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and no Party shall act or represent itself, directly or by implication, in any such capacity in respect of the other Party or in any manner which seeks to assume or create any obligation on behalf of, or in the name of, any other Party without that Party's prior express written agreement. The employees of one Party shall not be deemed the employees of the other Party. The term "partner" as used in this MOU does not refer to a partnership under the law. Instead, it expresses the intention of the Parties to work together in the limited manner described in this MOU for the purpose of achieving the common goals described herein.

10. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. The Parties' obligations hereunder are subject to and contingent upon the availability of funds.

11. This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

12. This MOU shall be governed by and construed in accordance with the laws of the State of Florida and of the United States of America. Venue for any lawsuit by any party against another party or otherwise arising out of this MOU, and for any other legal proceeding, shall be in the courts of the Seventeenth Judicial Circuit in and for Broward County, or in the event of federal jurisdiction, in the Southern District of Florida.

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IN WITNESS WHEREOF, this MOU is executed by duly authorized representatives of each Party as set forth below.

Read and approved by
FIU Office of Research and Economic Development
Robert Gutierrez

Read and approved by
City of Fort Lauderdale Coordinator
K. Michael Chen

**The Florida International University
Board of Trustees**

City of Fort Lauderdale

By: _____

By: _____

Name: Robert Gutierrez

Name: Chris Lagerbloom

Title: Assistant Vice President Research

Title: City Manager

Date: _____

Date: _____

Read and acknowledged by FIU Applied Research Center

**Dr. Ines R. Triay
Executive Director**

Read and acknowledged by FIU Applied Research Center

**Dr. J. Christopher Ford
Mission to Market Manager**

APPROVED AS TO FORM:

James Brako, Assistant City Attorney