

CNM Ingenuity, Inc.

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) by and between CNM Ingenuity, Inc., 525 Buena Vista Dr. SE, Albuquerque, NM 87106 (herein referred to as “CNMI”) and the City of Albuquerque, One Civic Plaza, Albuquerque, NM 87103 (hereinafter referred to as “CABQ”) (jointly referred to as the “Parties”) for the purpose of achieving various aims and objectives relating to the CNMI’s access to and use of CABQ’s Smart City Pilot Program including physical access to CABQ’s Pino Yards and access to the Smart City Pilot Network. The effective date is the last date signed by all parties.

WHEREAS, CNMI and CABQ desire to enter into an agreement in which CNMI and CABQ will work together to provide learning opportunities for students in CNMI’s IOT (Internet of Things) Bootcamp as well as potentially provide CABQ with certain IOT solutions (devices and protocols) which students may create;

AND WHEREAS it is imagined this MOU will be beneficial to student learning, as well as developing skills and knowledge CABQ is likely to need to launch and implement Smart City Pilot Program objectives;

AND WHEREAS the Parties create this MOU to describe the working arrangements each will fulfill for the duration of this MOU;

Obligations of the Parties

The Parties enter into this Memorandum in the true spirit of partnership, and to demonstrate financial, administrative and managerial commitment to the MOU as described below.

Duties of CABQ

The activities and services for the Project shall include, but not be limited to:

- a. CABQ will provide CNMI IOT instructors and students with physical access to its Pino Yards facility.
- b. CABQ will provide certain light post attachments and other equipment as mutually agreed would be beneficial for the Smart City Pilot Program, and the student’s learning.
- c. CABQ will make the Pino Yards proving grounds available to CNMI for testing of new IOT pre-production/development technology.

Duties of CNMI

CNMI’s activities and services for the Project shall include, but not be limited to:

- a. CNMI will provide boot camp students to work on the project who will be supervised by CNMI instructors.
- b. CNMI will retain Intellectual Property rights for any inventions, software code or other programming created solely by CNMI, stemming from this collaboration.
- c. CNMI will seek advance permission from CABQ before using any of its own equipment at Pino Yards.
- d. CNMI will make available potential collaboration opportunities between boot camp graduates (via the Technology Innovation Labs) and CABQ.

CNM In^oenuity, Inc.

Duties of Both Parties

- a. Where possible, CNMI and CABQ will strive not to collect Personally Identifiable Information (PII). If such collection is unavoidable for a project, then CNMI will ensure that:
 - a. Only the minimal required subset of PII is collected and stored.
 - b. The rationale for the collection of PII within the project is documented and available for inspection.
 - c. All PII data is promptly destroyed upon completion of the project.
 - d. PII data that is transferred to CNMI is not subsequently shared with third parties.
 - e. The rights of the individual whose PII has been collected shall, at all times, be respected.

Initial Collaboration Opportunities

CABQ and CNMI agree to consider conducting the following types of projects jointly, including sharing, bartering, licensing, purchasing, and leasing, as appropriate, of tangible and intangible assets and personnel:

- a. **Emerging Advanced Technologies.** Both CABQ and CNMI, for their respective purposes, plan, design, construct, and maintain various broadband assets and resources for the provision of telecommunications.
- b. **Application and Reporting Systems.** CABQ and CNMI both work with constituents on various applications, oftentimes complementing the work of one another. Areas of opportunity include: transit applications; collaboration on Sunshine Portals; crowd-sourcing and open sourcing applications; and open data initiatives.
- c. **Creating an Environment Favorable to Economic Development.** CABQ and CNMI have a mutual interest in improving Albuquerque's economy in the areas of providing high speed internet to businesses requiring research quality networks, sharing broadband assets to the greater benefit of users, and creating and supporting neighborhoods with access to fiber optics.

Confidentiality

CABQ and CNMI agree to maintain confidentiality of each other's confidential information to the extent allowed by laws, provided such confidential information is explicitly marked as such and maintained by such disclosing party as confidential ("Confidential Information"). Obligations to protect third party information will be governed by a separate written agreement between CABQ, CNMI, and such third party.

Both parties acknowledge that they may be subject to the Inspection of Public Records Act ("IPRA"). If either party receives an IPRA request, court discovery demand, or any other request for the release or inspection of the other party's Confidential Information, the party receiving the request will notify the other party within two (2) business days of its receipt.

Data Ownership

For the purposes of this MOU, data produced by projects shall be owned by CABQ. As such, data may be released into the public domain at the discretion of CABQ as part of other initiatives (e.g. Open Data).

CNMI will treat any data arising out of projects (including, but not limited to data contained in CABQ or CNMI databases, or otherwise transferred between CABQ and CNMI) according to appropriate covering legislation and agreements (e.g. HIPAA, CJIS, PCI-DSS). This includes any data encryption, data retention, and data disposal as required by such covering legislation.

CNM In^oenuity, Inc.

Liability

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence or willful misconduct of its employees or agents and are not otherwise covered by any insurance. The Parties liability shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4 through 41-4-30, as amended.

Reports and Information

At such times and in such forms as CABQ may require, CNMI shall provide CABQ with statements, records, reports, data and information, as requested pertaining to matters covered by this Agreement.

Governing Law

This MOU shall be construed in accordance with the applicable laws of the State of New Mexico. The venue for actions arising out of this agreement is Bernalillo County, New Mexico.

Termination.

Either party may terminate this MOU with 30 days advance written notice to the other party.

Audits and Inspections.

CNMI understands and will comply with CABQ's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for CABQ's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

Regulatory Compliance.

Parties will comply with all applicable laws, CNMI policies and industry standards in performing services under this MOU, including but not limited to laws, policies, and regulations mandated during any government emergency or pandemic.

Force Majeure.

Each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which could not have been avoided by reasonable diligence. Such conditions may include but are not limited to epidemic or pandemic, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected Party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection.

Insurance.

CNMI shall obtain and, at all times while this Agreement is in effect maintain workers' compensation, professional and general liability insurance as necessary to insure against any liability, claim or claims, or judgements for damages including death, bodily injury and property damage arising directly or indirectly out of their activities related to this agreement. The amount of coverage shall not be less than what is stated in the New Mexico Tort Claims Act. CABQ shall maintain all insurance required by law and proof of such insurance may be requested by and provided to CNMI at any time.

CNM Ingenuity, Inc.

The following Parties support the goals and objectives of this MOU.

This agreement shall be effective as of the date first written above, and the term of this agreement is one year from the above date.

DocuSigned by:

Kyle V. Lee

Kyle V. Lee, CEO

CNM Ingenuity, Inc.

8/4/2020 | 8:56 AM PDT

Date Signed

DocuSigned by:

Brian Osterloh

Brian Osterloh, DTI Director

City of Albuquerque

7/28/2020 | 11:30 AM MDT

Date Signed

DS

EAJ

DocuSigned by:

Sara Nair

Sara Nair, CAO

City of Albuquerque

7/28/2020 | 4:20 PM MDT

Date Signed