LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AI INNOVATION DIGITAL ALLIANCE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the date of the later signature below, by and between Microsoft Corporation ("Microsoft"), and Louisville/Jefferson County Metro Government ("Metro"), (collectively, "the Parties", and singly, a "Party").

1. Purpose.

This MOU reflects the Parties' intent to collaborate to pursue Metro initiative identified in Exhibit A, which Exhibit may be modified from time-to-time. These goals may be accomplished through the programs outlined in Exhibit B. Neither Party intends for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate intendment.

2. Terms and Conditions.

a) **Confidentiality and Public Disclosure.** Except to the extent required by Metro's public records law, neither Party will disclose the existence or content of this MOU or discussions between the Parties relating to the activities and transactions contemplated herein unless both parties mutually intend in writing.

b) **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.

c) **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar intendments with other parties. Nothing in this MOU, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.

d) **Expenses.** Parties intend that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise intended upon in writing by both Parties.

e) **Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written intendment binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU,

except with respect to violation of its confidentiality obligations or the other Party's intellectual property rights.

f) **Intellectual Property.** All copyrights, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property rights owned by the other. Parties intend to address in a future agreement any intellectual property developed during the course of this Digital Alliance.

g) **Governing Law.** This MOU shall be governed by the laws of Kentucky without giving effect to its conflict of law provisions.

h) **Term and Termination.** This MOU will expire June 30, 2022, from start date from the later signature below, except that either Party may terminate this MOU without cause upon thirty-days (30) prior written notice. Either Party may terminate this MOU immediately in the event of breach of any provision of this Section 2 by the other Party. This MOU will be updated within 90 days of execution to reflect a more detailed workplan.

i) **Entire Intendment.** This MOU constitutes the entire intendment between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written intendment signed by both Parties.

j) **Enforceability.** Only the terms of this Section 2 of this MOU are legally binding on the Parties. If and when the Parties wish to enter into a legally binding relationship related to the Metro initiative contemplated by this MOU, they will enter into a separate written intendment setting forth the details of their respective rights and obligations.

ACCEPTED AND INTENDED:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _Ellen M Hesen_

Name: _Ellen M Hesen_

Title: _Deputy Mayor_

Date: _5-24-19_

MICROSOFT CORPORATION

By: _____

Name: _Jennifer Byrne_

Title: _CTO_

Date: _5/17/19_

EXHIBIT A

DIGITAL ALLIANCE ACTIVITIES

1. **Name of City: Louisville**

2. **Shared Vision:** METRO and Microsoft share a vision for Louisville as a true regional center for excellence in Artificial Intelligence ("AI"), Internet of Things ("IoT"), and Data Science.

3. **METRO's Vision:** The Louisville region wants to be at the forefront of the next tech revolution in AI, IoT, and Data Science, and to lead US cities in adapting these new technologies to create economic opportunity, improve health, close equity gaps, and enhance quality of life.

4. **Louisville's Value Proposition:** Louisville is a mid-sized city in the country's interior that is often cited as America's next breakout city. It has economic clusters in healthcare and manufacturing that are vulnerable to disruption by AI and automation and a workforce that needs reskilling and upskilling for the 21st century economy. Recognizing these pressures, METRO is committed to being an urban laboratory whose business, government, and education leaders have been working collaboratively for years to diversify and strengthen the region's core industries.

5. **Activities in Support of the METRO Initiative:**

    a) <u>METRO intends to:</u>

        i) **Provide leadership** from the Mayor's Office, the Office of Civic Innovation, and Louisville Forward to coordinate efforts to make Louisville a regional hub for AI, IoT, and Data Science. METRO will work to coordinate initiatives between Microsoft and local stakeholders such as METRO, corporate partners, K-12 systems, and higher education providers. METRO also intends to facilitate the development of digital ethics policy throughout these efforts.

        ii) **Support the development of a comprehensive AI Strategy.** METRO, with help of the Brookings Institution, will develop a comprehensive, local strategy for AI, IoT, and Data Science. This analysis will focus on the impacts of these technologies on communities and how to prepare communities to thrive in a changing economic landscape. A resulting playbook will help the learnings spread and scale outward.

        iii) **Facilitate public events.** With Microsoft's support, METRO intends to facilitate a high-level AI, IoT, and Data Science Summit in Louisville in the July 1, 2019-June 30, 2020 calendar year, as well as at least six (6) other public events such as youth esports and robotics, corporate AI briefings, and business roundtables. METRO will make staff, communications and space available to support these efforts.

iv) **Collaborate on programs to accelerate adoption of new technologies.** METRO intends to collaborate on facilitating the adoption of emerging technologies by local employers, focusing especially on healthcare and manufacturing partners, as well as middle market companies.

v) **Support digital literacy and empowerment programs.** METRO intends to collaborate on digital literacy programs to reach underinvested and disenfranchised communities to help them be ready to share in the opportunity of new technologies.

vi) **Explore creating and implementing new digital education and training programs.** With Microsoft's support, METRO will seek to facilitate implementation of new education and training programs, where possible, in applied AI, IoT, and Data Science & engineering.

vii) **Support, guide and provide insight** related to local community, business and non-profit boards, consortia, and business associations.

b) <u>MICROSOFT intends to</u>:

i) **Establish a visible, physical location** in Louisville's Innovation District (near the Entrepreneurship Center, Thrive Center, and University of Louisville Health Science Campus) or downtown, where Microsoft employees can help implement the vision to make Louisville a regional center of excellence for AI, IoT, and Data Science, and accelerate the integration of these technologies into the practices of local companies.

ii) **Support corporate digital transformation efforts** by working with companies in the Louisville region to integrate and accelerate AI practices, including through training, consulting, and Executive Briefings with directors and cabinet officials focused on Innovation, AI, Cybersecurity, and Digital Transformation. Executive Briefings will be held at the Microsoft Executive Briefing Center in Redmond, WA.

iii) **Sponsor at least six (6) public events,** such as a regional summit focused on AI, Digital Transformation, and Workforce Development, youth esports and robotics, and digital literacy events in coordination with community partners. Public events will include ideation and design-thinking workshops and symposiums to explore what an AI future looks like. Microsoft intends to provide C-Suite executives to be keynote speakers at the regional summit.

iv) **Support the development of a comprehensive METRO-based AI strategy,** with the help of METRO and BROOKINGS, using Louisville as an urban laboratory for the impacts of these technologies on communities and how to prepare communities to thrive in a changing economic landscape.

v) **Support AI-assisted applied research** to explore solving problems such as racial disparities in environmental effects on human health in collaboration with key community stakeholders as outlined in the APPENDIX below.

vi) **Partner with P-20 education providers** on digital literacy training focused on AI, IoT, and Data Science.

vii) **Support the development of a Digital Ethics Policy**, in coordination with METRO, for city-based applications of AI, IoT, and Data Science technology.

viii) **Support Community Outreach** efforts, including digital literacy workshops for parents, transitioning members of the workforce, and local veterans.

ix) **Support the evaluation of the ideas outlined in this MOU**, with the collaboration of BROOKINGS and METRO, and the development of a playbook that can help the learnings spread and scale outward. This analysis will develop a local strategy for AI, IoT, and Data Science using Louisville as an urban laboratory with a focus on the impacts of these technologies on communities and how to prepare communities to thrive in a changing economic landscape.

x) **Support up to four (4) local fellowships** focused on AI, IoT, and Data Science training, program development and community outreach.

xi) **Support Development of Entrepreneur and Innovation Ecosystem** via incubation of AI, IoT, and Cloud based start-ups via Microsoft grants and resources focused on technology entrepreneurship.

6. **Metrics (if any):** Will be mutually decided by Microsoft and METRO and may include the target number of students and employees to be served by the programs

This Exhibit A is part of and subject to the Digital Alliance MOU between the Louisville Metro Government and Microsoft.

ACCEPTED AND INTENDED:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: *Ellen M Neson*

Name: Ellen M Hesen

Title: Deputy Mayor

Date: 5·24·19

MICROSOFT CORPORATION

By: *[signature]*

Name: Jennifer Byrne

Title: CTO

Date: 5/17/19

MICROSOFT PROGRAMS IN SUPPORT OF DIGITAL ALLIANCE ACTIVITIES

DigiCamps

Host a minimum of three (3) AI-focused DigiCamps at sites agreed upon by both parties – between 50 - 100 youth per session.

YouthSpark LIVE

YouthSpark Live events bring young people together to plan their future. Throughout the event, they identify the skills they need to reach their goals, figure out how technology will accelerate them forward, and get connected to programs that will help them get there. YouthSpark Live focuses on three key areas for student development – Employment, Careers and Entrepreneurship

Employment: Technology proficiency and preparation for all jobs

Today, nearly all jobs require at least a basic level of technology skills. From online job applications to timecards, to email and web-based research, YouthSpark Live introduces attendees to concepts that will help them understand the role that Artificial Intelligence, coding, and digital required for the 21st century.

Careers in Tech: Creating your future with computer science

The world we interact with is full of advanced technology. Computer science is the foundation for much of today's innovation, and many new jobs are being created for people with skills in this field. It involves creativity, problem-solving, programming, the Internet, data, and thinking about the impact of technology in communities. This component focuses on the technical and soft skills needed in the workplace.

Entrepreneurship: Create, build and grow a business

Beyond a great idea, starting and being successful running your own business requires specific skills and knowledge. Attendees are introduced to concepts related to business formation, innovation, marketing and management while participating in interactive hands-on workshops.

DigiGirlz Camp

Host a minimum of three (3) DigiGirlz Camps, which provide middle and high school girls the opportunity to learn about careers in technology, connect with STEM industry professionals, Microsoft employees, and participate in hands-on computer and technology workshops.

DigiGirlz High Tech Camp for girls, works to dispel stereotypes of the high-tech industry. We continue to look for opportunities to give young people a chance to experience, firsthand, what it is like to develop cutting-edge technology. During the camp session, the girls listen to executive speakers, participate in technology tours and demonstrations, network, and learn through hands-on experience in workshops.

Hackathons

Coordinate and host a minimum of three (3) start-up and tech Hack-a-thons focused on civic innovation.

Hackathons provide an opportunity for the city to connect with local start-ups, partners, and technology though leaders to explore solutions to challenges faced in communities throughout the city. The Civic Innovation hackathon will provide a forum that challenges participants to leverage design thinking and

technology to address topics identified by METRO. Topics may include areas such as Public Safety, Security, Smart City, Transportation, and Education. Microsoft will aid with program development, session facilitators, and speakers. Onsite logistics will be agreed upon by both METRO and Microsoft.

Digital Literacy Training
Coordinate and host a minimum of three (3) digital literacy workshops for parents, transitioning members of the workforce and/or local veterans.

METRO and Microsoft will partner to expand digital literacy skills in a consistent, predictable manner that benefits Louisville's workforce and local veterans. The goal is to ensure its citizens are aware of, and have access to, basic computer skills through appropriate providers and by leveraging Microsoft's Digital Literacy curriculum.

Microsoft's Digital Literacy curriculum is available in over (30) languages and in basic, standard and advanced skill levels. The training is developed to be usable "anytime and anywhere." It is available online and downloadable with the necessary bandwidth. In addition, the training levels are developed to be self-directed and self-paced.

Microsoft will provide resources for Train the Trainer sessions for Microsoft certifications, through the Digital Literacy curriculum. Below are brief descriptions of the three training levels covered in the digital literacy curriculum:

- o The Basic curriculum features a course called "A First Course toward Digital Literacy." This course teaches the value of computers in society and introduces participants to using a mouse and the keyboard.

- o The Standard curriculum features five courses that cover computer basics: using the internet and productivity programs; security and privacy; and digital lifestyles. These five courses are available in three versions that use examples and screenshots from different versions of Windows and Microsoft Office.

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LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _Ellen M Hesen_

Name: _Ellen m Hesen_

Title: _Deputy Mayor_

Date: _5-24-19_

MICROSOFT CORPORATION

By: _____

Name: _Jennifer Byrnz_

Title: _CTO_

Date: _May 17, 2019_

Key Stakeholders and Potential Areas for Collaboration Include:

1. **Education partners:**
   a. **University of Louisville**
      i. **The Center for Digital Transformation** at the University of Louisville in collaboration with the Department of Information Technology, School of Business, College of Arts and Sciences and Speed School of Engineering. With Microsoft's support, the Center for Digital Transformation could implement AI curriculum, digital ethics training, research, and other potential avenues for advancing the work of creating a regional AI hub in Louisville.
      ii. **The Envirome Institute and the Center for Healthy Air, Water, and Soil** at the University of Louisville. With Microsoft's support, The Envirome Institute could explore AI applications to solving problems such as racial disparities in environmental effects on human health.
   b. **The Center for Creative Place Healing** at the University of Louisville School of Public Health. With Microsoft's support, the Center for Creative Place Healing could explore AI applications to solving problems such as racial and gender disparities in medical diagnoses or the true cost of employee retention for LGBTQ and other minorities who feel pressured to code switch in the workplace.
   c. **Jefferson County Public Schools (Academies of Louisville)**
      i. **Digital literacy:** Microsoft could offer digital literacy curriculum for Louisville K-12 schools
      ii. **Esports and Robotics:** JCPS is currently exploring how to establish esports teams and integrate them into the Tech Pathways of the Academies of Louisville, and Microsoft could host an esports and robotics events for Louisville high school students in order to generate community interest in technology. JCPS also has robotics programs in VEX Robotics and FIRST. Microsoft could host a robotics event to generate student interest in joining their schools' teams.
   d. **Bellarmine University**—Louisville's private, liberal arts college located in the Highlands neighborhood. Bellarmine recently committed to 3xing their tech graduates by 2022.
   e. **Jefferson Community and Technical College**—the local community college, which is currently building a $24 million Advanced Manufacturing and IT building adjacent to its downtown Louisville campus and has committed to 2x-3xing their tech output by 2023.
   f. **Simmons College**—Louisville's historically African-American university, recently revitalized with broad community support.
   g. **Spalding University**—a growing, non-profit university located just south of downtown.
   h. **Kentucky College of Art & Design**—Kentucky's first independent 4-year art college.

2. **Workforce Partners:**
   a. **KentuckianaWorks**
      i. **Bit502 Apprenticeships:** Microsoft could work with **the bit502**, run by KentuckianaWorks, tech apprenticeship program to places apprentices on a tech-career track;
      ii. **CodeLouisville:** With Microsoft's support, the award-winning CodeLouisville coding program could work include the addition of cloud native development courses in its curriculum offerings; and

        iii. **TechLouisville, in partnership with AMPED**, a new training for helpdesk technicians, network administrators, and other mid-tech occupations. With Microsoft's support, TechLouisville could look for ways to focus its training on mid-tech tasks less likely to be automated in the near future.

    b. **KY FAME**—a manufacturing apprenticeship program that enables students to

3. **Corporate partners**:
   a. **Humana StudioH**—Microsoft could seek to work with Humana at StudioH Louisville to apply AI to problem solving.
   b. **GE Appliances / FirstBuild**—Microsoft could seek to work with GE Appliances and the GE-sponsored FirstBuild Makerspace at the University of Louisville to apply AI to problem solving.
   c. **Louisville Healthcare CEO Council**—Microsoft could seek to work with the Healthcare CEO Council to apply AI, IoT, and Data Science technologies to available data to solve collective problems.
   d. **Louisville Entrepreneurship Acceleration Partnership (LEAP)** —Microsoft could seek to work with the Louisville Area Entrepreneurship Acceleration Partnership to integrate AI, IoT, and Data Science technologies into the work of promoting and accelerating entrepreneurial efforts in Louisville.
   e. **Other corporate partners**—Microsoft could seek to work with other Louisville area employers to implement AI, IoT, and Data Science technologies and to solve collective problems as identified by METRO and Microsoft.