

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHAN ZUCKERBERG INITIATIVE, LLC AND
RAVENSWOOD CITY SCHOOL DISTRICT

1. Parties.

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Chan Zuckerberg Initiative, LLC (“CZI”) and the Ravenswood City School District (“RCSD”) on March 18, 2020 (“Effective Date”).

2. Background of Parties.

CZI is a philanthropic organization that brings together world-class engineering, grant-making, impact investing, policy, and advocacy work in a variety of areas.

RCSD is a public school district and local educational agency headquartered in East Palo Alto, California.

3. Purpose and Project Description.

The purpose of this MOU is to identify the roles and responsibilities of CZI and RCSD as it relates to the provision and support of Verizon MiFi devices (“Devices”) to RCSD for the use of its students during school closures related to COVID-19 (“Program”).

Specifically, through the Program, CZI intends to provide Devices and volunteer technical resources (at no cost) in order to support RCSD and its students.

4. Roles and Responsibilities.

It is anticipated that CZI and RCSD will work toward the coordinated implementation of the Program in accordance with the following structure.

CZI will:

- a. Obtain 300 Inseego Jetpack MiFi 8800L devices as identified in Exhibit A (“Devices”) from Verizon Wireless and provide the Devices to RCSD for the Program Term (defined below);
- b. Provide cellular data service for the Devices through Verizon Wireless. Each device will have 2GB of cellular data available per month;
- c. Provide RCSD with access to a remote management portal provided by Verizon Wireless. CZI is not responsible for the remote management portal, but will endeavor to provide support to RCSD in its use of the portal including access to training that may be available through Verizon Wireless;

Confidential

- d. Communicate (or assist in communication) with Verizon Wireless if there are any coverage or functionality issues. CZI is otherwise not responsible for any coverage or functionality issues related to the Devices;
- e. Monitor aggregate data usage per device to manage potential data overages; and
- f. Not access any information associated with the Devices that might constitute student personally identifiable information (such as geolocation) unless at the separate instruction of RCSD. The Devices are subject to the Verizon Wireless [Privacy Policy](https://www.verizon.com/about/privacy/) (available at <https://www.verizon.com/about/privacy/>), and CZI has no control or responsibility over the Verizon Wireless Privacy Policy.
- g. Notwithstanding the above, CZI may access Device information, including student personally identifiable information, if required to investigate abuse, protect or defend the rights or safety of CZI, RCSD, or its students, to comply with law enforcement, legal or regulatory process, or to comply with applicable laws.

RCSD will:

- h. Arrange to receive delivery of the Devices;
- i. Manage the delivery and return of Devices to and from students;
- j. Provide any necessary technical support to students;
- k. Notify CZI if there are any coverage or functionality issues so that CZI can communicate with Verizon;
- l. Return the Devices to CZI upon the completion of the Program Term (defined below) in compliance with the instructions provided by CZI's Program Team;
- m. Only use the Devices for the purpose of supporting distance learning of its students during the Term of the Program;
- n. Not provide CZI with any student personally identifiable information (such as which students are assigned to a given Device);
- o. Not rent, lease, loan, trade, sell/resell or otherwise monetize the Devices;
- p. Not manipulate or alter any firmware or software on the Devices; and
- q. Ensure the Devices are not used for illegal purposes by its students or employees.

Both parties jointly will:

- r. Appoint a key contact person for the Program;
- s. During the Term of the MOU, maintain frequent communication through the key contacts to facilitate cooperation under this MOU;
- t. During the Term of this MOU, coordinate through the key contacts to determine appropriate timelines for Program updates and status reports (if any); and
- u. Coordinate joint communication efforts to ensure that any communication is consistent with the respective parties' policies regarding such communication.

5. Warranties; Limitation of Liability.

- a. Warranties. Each party hereby represents and warrants that it has the right, power, and authority to enter into this MOU and perform its obligations hereunder. Each party shall be solely and

Confidential

exclusively responsible and liable for its compliance with applicable law and regulations in connection with the performance of its obligations hereunder. EXCEPT AS EXPRESSLY SET FORTH IN THIS MOU, EACH PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

- b. Limitation of Liability. EACH PARTY SHALL BE LIABLE TO THE OTHER PARTIES FOR ITS OWN PERFORMANCE UNDER THIS MOU. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY IN CONNECTION WITH THIS MOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR RELIANCE DAMAGES (OR ANY LOSS OF REVENUE OR PROFITS), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term and Termination.

- a. Term. This MOU will commence on the Effective Date and remain in effect for three (3) months unless earlier terminated by all parties (the “***Term***”). The Term can be extended for an additional three (3) months if agreed to by both parties at least 2 weeks before the expiration of the Term.
- b. Survival. Sections 5, 6(b), and 7 shall survive the expiration or termination of this MOU.

7. General Provisions.

- a. Confidentiality. No party will disclose to a third party the nature of this MOU without the prior written consent of all parties to this MOU, unless: (1) the information is made publicly available from other sources; or (2) the disclosure is required by law.
- b. Notices. Any notice, consent, or approval related to this MOU shall be in writing and shall be sufficiently given if delivered or transmitted to:

1) For the Ravenswood City School District:

Ravenswood City School District
ATTN: Gina Sudaria
Ravenswood City School District
2160 Euclid Ave, East Palo Alto, CA 94303

Email courtesy copy: solomonh@ravenswoodschools.org

2) For the Chan Zuckerberg Initiative, LLC:

Chan Zuckerberg Initiative, LLC
ATTN: General Counsel
2682 Middlefield Rd Suite i

Confidential

Redwood City, CA 94063

Email courtesy copy: legalczil@chanzuckerberg.com; darnell@chanzuckerberg.com
(email does not constitute notice)

- c. Promotion. Except as may be expressly provided in this MOU, the parties may not use the other party's name, logo, and other marks without such other party's prior written consent. Any content publicly describing the relationship between or among the parties, including press releases, blog posts, and similar media, will be subject to the mutual written agreement of the parties. Any goodwill associated with a party's use of any other party's marks will inure solely to the benefit of the owner of such marks.
- d. Relationship. The relationship of the parties is that of an independent contractor (and not an agent or representative) in the performance of this MOU. This MOU will not be interpreted or construed as: (1) creating or evidencing any association, joint venture, partnership, or franchise among the parties; (2) imposing any partnership or franchise obligation or liability on either party; or (3) authorizing either party to bind the other to any agreement or obligation.
- e. Assignment. No party shall assign this MOU or any right, interest, or benefit hereunder without the prior written consent of all other parties. Notwithstanding the foregoing, a party may assign this MOU without the other parties' consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets relating hereto.
- f. Governing Law; Disputes. This MOU will be governed by California law without regard to conflicts of laws principles. Should a dispute arise between or among any of the parties relating to this MOU, senior executives of each disputing party shall in good faith attempt to resolve the dispute within 30 calendar days following receipt of written notice sent by one disputing party to the other disputing party(ies). If there is no resolution within such 30-day period, any disputing party may submit to the other party(ies) a written demand for confidential arbitration. All claims will be subject to confidential and binding arbitration if, and only if, the claim is not settled through informal dispute resolution. The parties agree that any dispute subject to arbitration shall be held in San Mateo County, California in accordance with the rules then in effect of the American Arbitration Association.
- g. Entire MOU; Amendment; Waiver. This MOU sets forth the entire agreement between and among the parties with respect to the subject matter hereof and may only be amended in a writing signed by all parties. No provision of this MOU may be waived except by a writing signed by the party against whom the waiver is to be effective. This MOU may be executed in counterparts, each of which shall be deemed an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU.

Chan Zuckerberg Initiative, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

Ravenswood City School District

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

Below is a list of the Devices to be provided to RCSD:

IMEI:	IMEI:	IMEI:	IMEI:
990009310246247	990009312603478	990009312998530	990009313082300
990009312730891	990009312759585	990009313738836	990009312942926
990009311256401	990009311260874	990009312920807	990009312908711
990009310407740	990009310850907	990009312682209	990009313592498
990009312568358	990009313891320	990009313606132	990009312869095
990009313987359	990009311542669	990009314091607	990009313969662
990009313883129	990009313424965	990009311105384	990009314033179
990009311494796	990009314146880	990009311488335	990009310961506
990009313766530	990009310940500	990009313253463	990009314071005
990009310085611	990009310429744	990009312619441	990009312800041
990009310749000	990009312556379	990009310428407	990009313161104
990009311263993	990009312708855	990009311469145	990009312520680
990009312936241	990009312806766	990009310058048	990009313158548
990009313428636	990009310034395	990009311198090	990009313736400
990009311573698	990009310128692	990009310055671	990009312886990
990009313333422	990009313948120	990009311425147	990009312845020
990009311041670	990009310804474	990009312670022	990009311061603
990009310696136	990009310122216	990009312795548	990009312631172
990009311135811	990009312995791	990009312806097	990009314117931
990009310175859	9900093141110019	990009312824926	990009313414180
990009310626380	990009312567756	990009312683850	990009313149380
990009313497946	990009311486859	990009313983754	990009312673695
990009310208106	990009310922052	990009312809778	990009312962882
990009312672499	990009311158680	990009312817573	990009312787701
990009313554878	990009313953229	990009310954931	990009312892683
990009311377405	990009310339810	990009313327994	990009313226402
990009310424182	990009312738290	990009312525515	990009313239447
990009310323053	990009310180446	990009310741957	990009314071047
990009311485224	990009311036233	990009312699146	990009313970215
990009310192466	990009313320148	990009313860077	990009310734390
990009313093380	990009310831543	990009310664035	990009310078095
990009311547981	990009314055958	990009311264652	990009311549664
990009311104080	990009310103703	990009314052815	990009312683876
990009310750743	990009311139292	990009310186187	990009313082268
990009312633939	990009314142947	990009311573151	990009310263580
990009313057039	990009311414075	990009310810943	990009311398310

Confidential

990009313978739	990009311253242	990009314169767	990009313649439
990009314019574	990009312885984	990009313161658	990009312624425
990009313084660	990009310644532	990009310348761	990009313081419
990009310990562	990009310029163	990009313085857	990009311504826
990009310677839	990009312604013	990009313104369	990009313161567
990009312996708	990009311520020	990009313160189	990009310964526
990009313432273	990009311416294	990009312777256	990009312887196
990009311356391	990009312782975	990009312834370	990009312727996
990009310471670	990009313371752	990009313004809	990009313102538
990009314094429	990009313887294	990009313263280	990009311408234
990009310339398	990009314009443	990009313166350	990009314131361
990009310472231	990009311287059	990009311016441	990009312773875
990009312711024	990009310317105	990009312958740	990009312908521
990009310100592	990009313971619	990009312818993	990009313946876
990009313080783	990009311400769	990009310279792	990009313143516
990009314027676	990009312666756	990009314043939	990009312715595
990009313370515	990009310863538	990009310744175	990009313066709
990009312890117	990009311574639	990009312860243	990009310024677
990009314144612	990009310478758	990009314109359	990009311532553
990009310252005	990009313090592	990009313011333	990009312881116
990009311221280	990009312837142	990009312520490	990009312903456
990009310472975	990009310338077	990009311233806	990009313086459
990009310035228	990009312794384	990009313332366	990009313098678
990009311264215	990009310990679	990009313543285	990009310487551
990009311233277	990009313131032	990009311039369	990009310776508
990009311377199	990009313742044	990009311131000	990009313162508
990009313058102	990009313595517	990009313598834	990009313218326
990009310556801	990009312924825	990009310942886	990009314118822
990009313730650	990009313113089	990009313051768	990009312810487
990009312918991	990009313372487	990009313117825	990009312869780
990009314337075	990009312537908	990009313149786	990009311378072
990009314397376	990009310171585	990009312775938	990009311168895
990009310497931	990009313389846	990009312763975	990009313948567
990009312521605	990009311477601	990009312837894	990009312808721
990009314033112	990009313057161	990009312772430	990009313642111
990009312667184	990009313800446	990009313081658	990009312922423
990009312542643	990009313736533	990009313065321	990009310949964
990009310169902	990009310229078	990009311153889	990009311041720
990009310633915	990009313087267	990009313025960	990009313087374

Confidential