

IDEO

USER-CENTERED GAINESVILLE

STATEMENT OF WORK

PHOTO: GUY LAWRENCE

WHAT WE HEARD

DRAFT

“The city exists, fundamentally, for the people of the city.”—Alan Webber, Gainesville 2.0

We’re inspired by your plans to create the most user-centered city in America—and the work you’ve already started to understand both the big picture: how this can make Gainesville more competitive, and the details: what this can look like to Gainesville residents and businesses. We’re excited to help your team shift from into *doing*—through a design-led process of visioning and prototyping.

We’re passionate about designing for civic life and helping governments serve people’s needs. We believe that a city’s purpose—to foster community, innovation, cross-fertilization, and connection—can be expressed through its functions: the experiences and services it provides to its residents. This project is structured around this belief; it delivers a user-centered vision for the city’s future, and within this vision, the design and prototyping of a key city service within this vision.

Becoming a user-centered city won’t happen overnight, but with a tangible vision to catalyze support, Gainesville will have a north star along this journey. And with a real-life starting point in City government, we can express the vision

through a core function. Sharing stories about this redesigned service can create traction—and hopefully momentum—for further steps towards a User-Centered Gainesville.

The project outlined in this document has two goals:

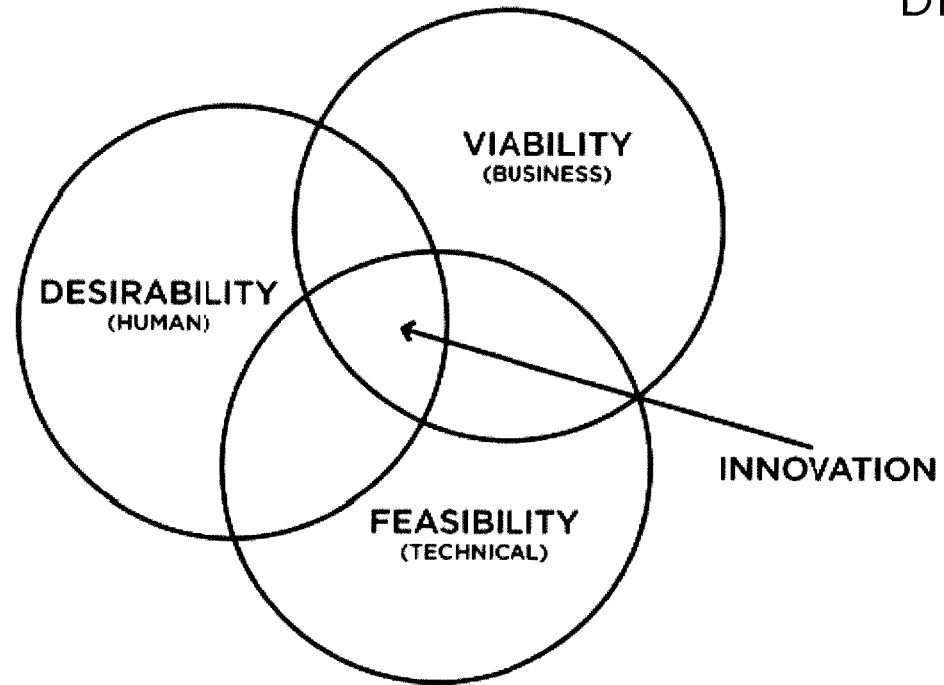
1. To create a tangible vision for a User-Centered Gainesville: what it might look and feel like, how it might build momentum in the community, and what the eventual outcomes might be. The vision takes two lenses: User-Centered Gainesville for residents, and for businesses.
2. To rethink, redesign, and prototype one iconic service experience in Gainesville as a way of signaling the start of a new approach to increasing competitiveness, and getting started on delivering it.

In the following pages, we share our methodology and how we would approach working with with the Gainesville Community Foundation to engage the City and community stakeholders in a collaborative design process with tangible outcomes: the first steps towards becoming a truly user-centered city.

We look forward to your feedback.

WHO WE ARE

DRAFT



IDEO is a design and innovation consulting firm with a 30-year history of helping organizations innovate through human-centered design. Recognized as one of the world's most innovative companies, IDEO brings sustainable growth to the business, social, government, and education sectors through our approach to problem-solving, which is based on the fundamental belief that paying attention to the spoken and unspoken needs of users yields inspiration for new value, and has the power to dramatically improve an organization's effectiveness, impact, and efficiency.

We use “design thinking” to tackle challenges from strategic planning to product design. Our multidisciplinary teams of designers, researchers, and business strategists use a mix of tools

and innovative methodologies to surface the needs and desires of users. Through a system-minded perspective, qualitative research expertise, and iterative prototyping, we create new products, services, and processes that solve for systemic design challenges. By starting with this human-centered approach, IDEO is able to quickly design services, communication, and information based on needs rather than assumptions and perceptions.

Included in IDEO's rich legacy are such standard-setting designs as the first notebook computer, the Palm V, and Bank of America's Keep the Change Program, in addition to thousands of service, space, media, and software offerings. IDEO has a significant portfolio of US and international public sector clients and is committed to bringing human-centered design—in organizational design, process reform, product design, and strategic communications—to government agencies and organizations.

OUR APPROACH

DRAFT



INCLUSIVE WORKSHOPS ENABLE GROUPS OF STAKEHOLDERS TO EXPERIENCE THE DESIGN PROCESS, AND OFFER AN OPPORTUNITY TO GATHER IDEAS FROM MANY.

Our multidisciplinary teams use a design process that can be summarized as a system of three overlapping phases, rather than a sequence of orderly steps: inspiration, ideation, and implementation.

During **INSPIRATION**, a problem or opportunity motivates the search for solutions—for example from qualitative user research, analogous examples, and looking to the edges. **IDEATION** describes the process of generating, developing, and testing ideas. **IMPLEMENTATION** is the path that leads from the idea to the activation of the solution as a part of people's lives. Activities during these spaces include research and synthesis, brainstorming and generating concepts, and design and rapid prototyping.

Each of these steps has a place in our approach for Gainesville. With this type of project, we believe in the importance of inclusive experimentation. The following scope of work reflects a strong focus on community engagement as a means to co-create user-centered experiences with and for Gainesville's residents and businesses.



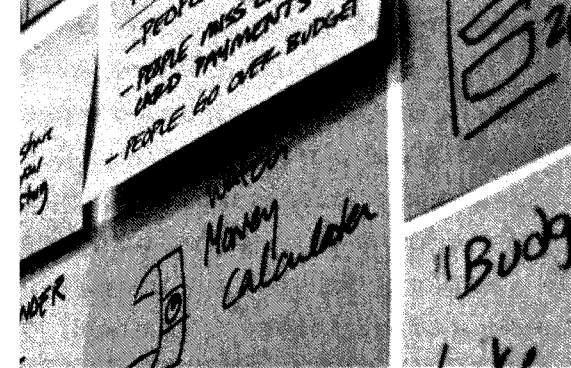
ONE KEY TO A GREAT BRAINSTORM IS A WELL-DESIGNED 'HOW MIGHT WE...' QUESTION.

IDEO proposes an eight week project to articulate a vision for a User-Centered Gainesville, to include a set of actionable, implementable service touchpoints (for example, how might new residents be 'welcomed' into the community?), and the redesign and prototyping of one iconic service experiences for Gainesville.

Based on our discussions, one potential key service experience to redesign in this project might be new permitting for businesses. To ensure implementation of design concepts created during this project, it is critical to include the right partners in the process, ideally from the beginning.

WEEKS 1-2: INSPIRATION & RESEARCH (SF + GAINESVILLE)

The IDEO team will host a one-day Kick-off workshop with the Task Force and an extended team of stakeholders (tbd). We'll use this time to explore the vision of User-Centered Gainesville, and to brainstorm starting points for the selected two iconic service experiences that will form part of the vision.



BRAINSTORMS ARE OFTEN ABOUT GOING FOR QUANTITY—AS MANY IDEAS WE CAN POSSIBLY GENERATE IN RESPONSE TO FOCUSED 'HOW MIGHT WE' QUESTIONS TO STRUCTURE THE IDEATION PROCESS.

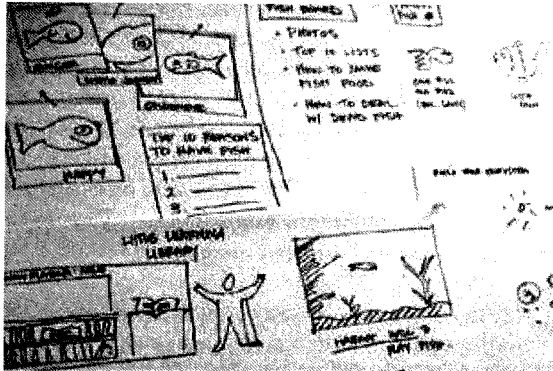
In our first week, we will immerse ourselves in Gainesville's culture and community. We'll rent an Airbnb and familiarize ourselves with the city. We'll check out local businesses and start to get to know the city and its routines.

The IDEO team will generate a list of potential archetypes of Gainesville residents and business owners to talk with. We will work with the core team to finalize this list and help us recruit. Examples might include a long-time employer, a newly-relocated professional, and a recent University of Florida graduate. Our team will conduct in-context, design-led research, both individual interviews, and group activities such as Whine and Dines with small groups of citizens to understand their perspectives on Gainesville.

We'll get inspired by analogous service experiences and cities, from best-in-class onboarding experiences to Helsinki's city services. We have been lucky to work with some of the most innovative organizations in the world, so we will gather relevant inspiration from our service design work in hospitality, financial services, government, and retail.

OUR APPROACH (CONT'D)

DRAFT

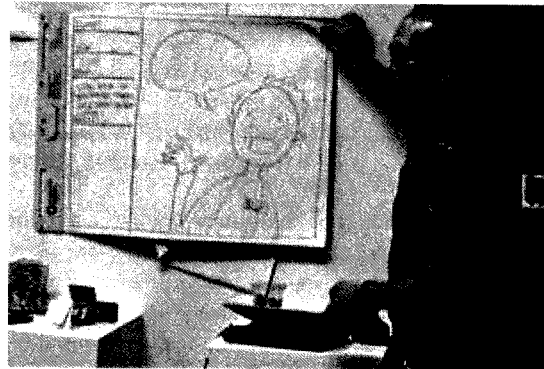


CONCEPTS FROM A BRAINSTORM ARE EVOLVED THROUGH SKETCHING AND FURTHER EXPLORATION.

We will generate “sacrificial concepts,” to elicit reactions and feedback in our early conversations and meetings in Gainesville and in community interviews. A good sacrificial concept sparks a conversation, prompts a participant to be more specific in his/her stories, and helps check and challenge the interviewer or designer’s assumptions.

Beyond talking with business owners and residents, to better understand the permitting process, we’ll explore the larger goals business permitting enables, and different ways they might be disrupted. Research activities could include seeking a permit ourselves—to identify barriers and opportunities. We’ll map the permitting process today (from intent to interdependencies, communication to regulation), as well as model, perhaps in the form of an experience blueprint—what it could be in the future, to enable both a new user experience and a new growth.

We would like to propose a project space in a central storefront downtown to serve as a hub for the project. We would conduct interviews, host events, and publicize the evolution of our design process from this visible base. We want to be as communicative as possible about concepts for User-Centered Gainesville, so



FAST, ROUGH PROTOTYPES ENABLE PARTICIPANTS TO ALIGN—AND BUILD UPON EACH OTHER’S IDEAS.

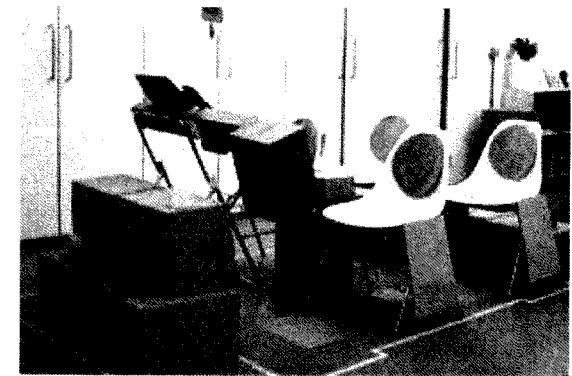
stakeholders truly feel bought in and brought along as we learn about and design with the community. At the conclusion of this phase we’ll meet with the core team, share a snapshot of research findings, and together work towards identifying key touchpoints to support a new vision for User-Centered Gainesville.

WEEKS 3-4: SYNTHESIS + DESIGN (SF)

At the conclusion of our research, the team will return to IDEO SF to construct design principles for a User-Centered Gainesville. Distilled from research, design principles are a set of overarching guidelines that form the foundation for the vision.

The IDEO team will cull what we are seeing, hearing and learning to identify patterns and define “opportunity areas” for design—a stage in the design thinking process called “synthesis.”

During this phase the team will shape a draft vision for User-Centered Gainesville, and create ideas to redesign one specific starting point: business permitting. Through brainstorming, sketching, exploration, refinement and iteration, the team will design new ways for permitting to take place—based



FAST, ROUGH PROTOTYPES ENABLE PARTICIPANTS TO ALIGN—AND BUILD UPON EACH OTHER’S IDEAS.

on the insights and interviews with users.

We might ask questions such as: *What is the goal of the permitting process? How might the permitting process encourage more people to start businesses? What would outreach look like for the permitting office? What tools might facilitate a more user-centered business setup process? What would self-serve business permitting look like? How might permitting be entirely digital?*

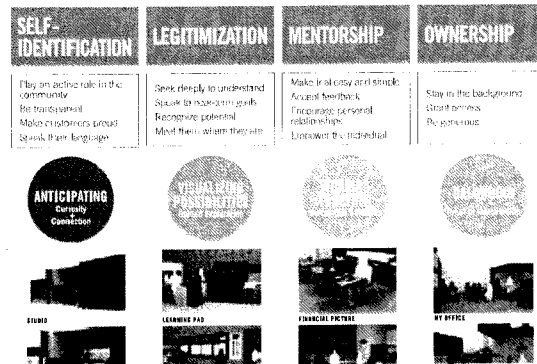
WEEKS 5-6: COMMUNITY CO-DESIGN & LIVE PROTOTYPING & ITERATION IN THE FIELD (SF + GAINESVILLE)

To kick off this time in Gainesville, the IDEO team will facilitate an inclusive Concept Workshop. The team will share research insights and a draft vision for a User Centered Gainesville, as well as ideas for the redesign of business permitting and the welcome wagon. Together with an extended group of stakeholders, we’ll brainstorm and prototype to build upon these ideas.

Over the course of the next two weeks, we will then design and test these rough concepts with citizens in Gainesville from our storefront base. Prototypes are rough, simple mockups and tools

OUR APPROACH

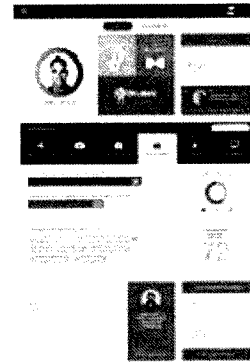
DRAFT



AN EXPERIENCE BLUEPRINT IS ONE WAY TO CAPTURE THE VARIOUS ELEMENTS OF A NEW EXPERIENCE VISION.

that can help validate ideas, generate more ideas, and allow us to incorporate feedback towards the right solutions. Making abstract concepts tangible makes prototypes a powerful form of communication, and yields immediate feedback for iteration. A prototype for a service experience might look like a combination of signage, new roles, digital and communication tools, or a mockup of a new space. The idea is that prototypes are quick to build, but offer enough specificity to a user so that they can share what they think about it—and enable the team to improve the prototype, and evolve the design of the experience.

For a project like this, with an invested local community, we especially believe in the importance of transparency and the value of continuing to engage stakeholders in the design process—even as ideas are still being fleshed out, so that we can continually iterate and push our work. This time is about uncovering what's essential for success, seeing how concepts might evolve, and understanding what we can learn and build together. The IDEO team will iterate and refine based upon feedback from stakeholders in Gainesville.



A NEW DIGITAL EXPERIENCE CAN BE EXPRESSED THROUGH A SET OF DESIGN PRINCIPLES, AS WELL AS RICH WIREFRAMES TO GUIDE FUTURE DEVELOPMENT.

The form and fidelity of prototypes will depend on the types of concepts selected—they could be digital and/or in-person experiences and include communications and tool-based elements. Together, we'll develop ways to prototype and gather feedback from a new way of looking at two of Gainesville's iconic user experiences.

WEEK 7: REFINEMENT (SF)

What we learn in prototyping—in feedback sessions and questions and conversations with users will inform both the Vision and the concepts themselves, and we'll incorporate these ideas as we iterate and refine them. In week 7, the IDEO team will return to SF to refine the business permitting service experiences, and the vision for User-Centered Gainesville.

WEEK 8: COMMUNICATION & PRESENTATION (GAINESVILLE)

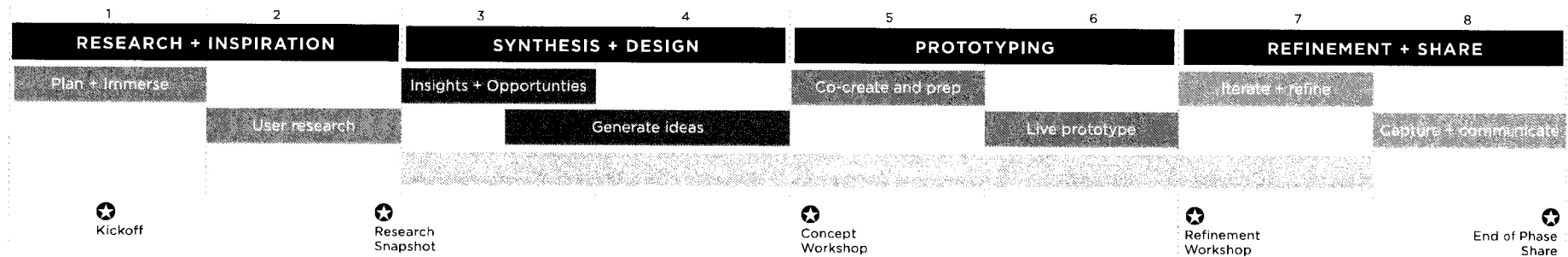
The IDEO team will return to Gainesville to present the vision for User-Centered Gainesville—supported by key touchpoints. We will share concepts for redesign of new business permitting (perhaps with an experience blueprint) and documentation of the prototypes. We'll equip the 'owners' with a roadmap

to implementation, including tools, guidelines, and details of the new experiences so they are able to move forward and gather additional resources and support as necessary to stand up the new experiences.

ACTIVATION: [ADDITIONAL, TBD]

IDEO would be available to provide continued activation support for the new vision, as well as business permitting and welcome wagon service experiences through a lighter-touch engagement to be designed with the core team, whether coaching calls, periodic visits, etc.

PROJECT TIMELINE



WEEKS 1-2 IMMERSE AND PLAN

KEY ACTIVITIES

- Project Kickoff, to include the core and extended client teams
- User research: plan and conduct interviews and visits with a 10-15 Gainesville residents and business owners
- Other research activities might include: analogous research, wine and dine(s), visits to local businesses,
- Use the storefront project space as a way to engage passers by in their ideas about Gainesville and the future
- Go through the process of getting a permit for two types of new businesses: digital and brick and mortar

DELIVERABLES

- Project plan, including punch list of deliverables for advance distribution and the day-of
- Interview list and discussion Guide for interviews
- Research snapshot: In-process share of raw observations leading to design opportunities

WEEKS 3-4 SYNTHESIS + DESIGN

KEY ACTIVITIES

- Synthesize research; identify patterns, insights, opportunities
- Develop the beginnings of an overall User-Centered Gainesville vision
- Create a set of design principles for User-Centered Gainesville
- Focus on permitting: insights and opportunities, strategic shifts
- Brainstorm and ideate around redesigning permitting: high level and tactical ideas
- Questions might include: *How might the permitting process encourage more people to start businesses? What tools might facilitate a more user-centered process? What would self-serve or all-digital look like?*

DELIVERABLES

- Design Principles for User-Centered Gainesville (v1)
- Insights and Opportunities for Permitting

WEEKS 5-6 PROTOTYPING

KEY ACTIVITIES

- Plan and design a Concept Workshop to share what we're learning with the extended team and bring them into ideation and prototyping
- Co-create ideas to prototype for the permitting office
- Build out prototypes in rough, simple ways: foam core, posters, paper prototypes for digital interactions
- Refine selected prototypes to gather feedback from the public or selected users
- Create learning plan for prototyping
- To consider: balance qualitative prototyping with quantitative feedback (online)?

DELIVERABLES

- Concept workshop
- Set of prototypes
- Communication and tools for prototyping
- Design Principles for User-Centered Gainesville (v2)

WEEKS 7-8 REFINEMENT + SHARE

KEY ACTIVITIES

- Share back of prototyping learnings (raw) with the core and extended team, to narrow and refine ideas together
- Prioritize and converge on the new permitting process, and refine the experience blueprint for it
- Refine the User-Centered Gainesville vision

DELIVERABLES

- User-Centered Gainesville vision: tangible, clear, multi-touchpoint experience blueprint
- Customer-centered Permitting experience blueprint
- Roadmap to implement a new customer-centered permitting experience and process

FEES & EXPENSES

PROGRAM DURATION

Approximately 8 weeks beginning Monday, August 3, 2015.

FEES

The total professional fee for the 8-week project described in this proposal is: 250,000 USD.

The engagement assumes a core team of two to three IDEO designers. IDEO Portfolio leadership will provide support and guidance.

Should the project scope or timeline change at the request and with the approval of the Gainesville Community Foundation, the fee will be impacted and a revised fee will be submitted.

PROJECT TRAVEL AND EXPENSES

Travel and expenses incurred on behalf of this project will be billed in addition to the fee and will not exceed \$25,000 without written authorization from the client.

Examples of expenses include:

- travel (transportation, meals, lodging)
- supplies or spaces to be rented for prototyping or for the project
- materials and printing for prototyping (large-format foamcore, office supplies, large-format plotting for posters, etc.)
- printing of final deliverables (books, etc.)
- large-format printing for workshop materials (posters, etc.)
- hosting and subscription fees for digital tools, etc.

Team members travel from the San Francisco Bay Area. A detailed expense estimate can be provided upon request.

FEE SCHEDULE

- 25% invoiced and due prior to project start
- 75% invoiced and due net 30 upon completion of Week 8

The final expense invoice will be submitted approximately 60 days after completion of the project and is due and payable net 30 days. Overdue accounts are subject to the lesser of one percent (1%) per month interest charge or the maximum penalty amount permitted by law.

TERMS OF ENGAGEMENT + SCOPE OF WORK ACCEPTANCE

This Scope of Work is governed by the IDEO Master Services Agreement entered into by the parties on _____.

Upon Completion of:

IDEO, LP


By: _____

Name: _____

Title: _____

Date: _____

the Gainesville Community Foundation

By:  _____

Name: Barzella Papa

Title: President/CEO

Date: 7-12-15

IDEO SERVICES AGREEMENT

Thank you for choosing to work with IDEO

This IDEO Services Agreement (the "**Agreement**") is entered into by and between IDEO LP, a Delaware limited partnership, headquartered at 150 Forest Avenue, Palo Alto, CA 94301 together with its affiliates and branch offices ("**IDEO**"), and the Gainesville Community Foundation, a company organized under the laws of Florida, and having a principal place of business at 5919 W Newberry Rd #3 Gainesville together with its divisions, subsidiaries and affiliates ("**Client**"). This Agreement sets forth the terms under which IDEO will provide services, each party's responsibilities hereunder, and the fees and related expenses for such services.

Effective Date: July 12, 2015

1 ENGAGEMENT; STANDARD OF SERVICE

1.1 Engagement; Scope of Services. Client hereby engages IDEO, and IDEO agrees to perform the services set forth in the applicable Statement of Work ("**Services**"), including the development and provision of any Deliverables. Even though IDEO may provide prototypes and other Deliverables hereunder, this is a contract for services and not for the sale of goods. "**Statement of Work**" or "**SOW**" means a proposal or other documentation executed by the parties (or their respective affiliates) and referencing this Agreement that specifies the scope of services of a particular project including Deliverables, timeframes, fees, expenses, and other responsibilities of the parties. "**Deliverables**" means the items identified in a particular SOW to be delivered or provided by IDEO to Client under the terms of this Agreement. Consistent with the foregoing, a Deliverable is not an activity or event (e.g., brainstorming session, training, innovation workshop, etc.), rather it is a result of any such activity or event.

1.2 Standard of Service. IDEO will determine the methods, details and means of performing the Services in its discretion and will perform the Services in accordance with the prevailing standard for professional consultancy firms providing similar services in effect at the time of such performance ("**Standard of Service**"). Notwithstanding the foregoing, Client acknowledges and agrees that the innovation process can be unpredictable, and as a result a particular outcome cannot be guaranteed. If IDEO fails to perform the Services in accordance with the Standard of Service or the SOW, Client's sole and exclusive remedy is to require IDEO to re-perform such Services without charge for IDEO's time expended provided that Client reports any such alleged deficiency to IDEO in writing within ten (10) calendar days after conclusion of the corresponding phase of Services. Services and Deliverables shall be deemed accepted by Client if Client does not inform IDEO of any alleged deficiencies within the prescribed time.

1.3 Reliance on Client Instructions and Information. Client assumes responsibility for the accuracy of any information and/or specifications it provides to IDEO and agrees that IDEO may rely on such information and/or specifications without independent verification for the limited purpose of performing the Services hereunder. IDEO will have no liability (i) to the extent any deficiencies in the Services are the result of Client's acts or omissions, or (ii) where Client has instructed IDEO to perform the Services in a particular manner or in accordance with a particular schedule notwithstanding IDEO's contrary advice.

1.4 Change Order and Service Modifications. Any material change in the scope of Services or a phase thereof shall be reduced to writing and signed by the parties in a written change order specifying changes to the specific SOW (e.g., the level of Services provided, schedules and timelines, and/or fees and expenses payable hereunder). Neither party will have any obligation with respect to any work affected by a material change to the scope of Services unless agreed to in a change order.

2 COMPENSATION; TERMS OF PAYMENT

2.1 Compensation. The SOW states the basis on which IDEO will charge for the Services, including fees for the labor of IDEO personnel and expenses (e.g., travel and subsistence, couriers, materials, disposal costs, use of specialized equipment, and other project expenses such as payments for observations) (collectively, "**Compensation**"). Services are provided on a fixed fee plus expenses basis unless another arrangement is set forth in the SOW.

2.2 Non-Fixed Fee Work. For Services provided on a non-fixed fee basis, IDEO will provide a written estimate of the fees to be incurred. IDEO will endeavor to accurately prepare such estimates, and Client agrees that such estimates are nonbinding.

2.3 Terms of Payment. Client shall pay all Compensation in accordance with the schedule stated in the SOW (or, if a schedule is omitted, monthly). Unless otherwise stated in an SOW, twenty percent (20%) of the total labor fee is due prior to IDEO commencing work, and all subsequent payments are due net thirty (30) days from the invoice date. Payments shall be made in lawful United

States currency or the currency specified in the applicable SOW. A charge may be added to overdue accounts, calculated as one percent (1%) per month or, if less, the maximum amount permitted by law.

Payment can be made by sending a check to the address on page one or by electronic funds transfer per the following:

For payments to IDEO LP, the following wire information should be used:

Wire To: IDEO LP
Bank Name: Wells Fargo
Bank Address: 420 Montgomery St, San Francisco, CA 94104
IDEO Account: 412-2095466
ABA #: 121000248
SWIFT Code: WFBIUS6S

For payments to any IDEO branch office or affiliate, please use any wire information in the relevant SOW. Please reference the IDEO invoice number on all payments.

2.4 Taxes. Except for assessments based on IDEO's net income, all fees payable hereunder are net of all taxes and other governmental duties and fees of any kind (e.g., sales tax, use taxes, excise, GST, or VAT) ("**Taxes**"). Taxes shall be borne by Client and shall not be considered a part of, a deduction from, or an offset against the Compensation payable to IDEO hereunder. Each party will use its reasonable efforts to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of Taxes paid or payable in connection with this Agreement.

3 CONFIDENTIALITY

3.1 General. It is anticipated that the parties will exchange certain proprietary information necessary to carry out obligations set forth hereunder and to discuss specific opportunities for additional projects relating to IDEO's performance of services for Client. In order for each party to access, use and track the other party's proprietary information, the parties agree as follows:

3.2 Definition. "**Confidential Information**" as used in this Agreement means any and all information disclosed by a party (each a "**Discloser**") to the other party (each a "**Recipient**"), provided: (i) if such information is disclosed in tangible form, it is conspicuously marked to identify its confidential or proprietary nature; or (ii) if such information is disclosed orally or by other intangible means, it is identified as confidential at the time of disclosure or is reasonably understood to be confidential given its nature or the circumstances surrounding its disclosure. Notwithstanding the above, Confidential Information shall not include information that:

- (a) was generally known or available at the time it was disclosed or has subsequently become generally known or available through no fault of Recipient;
- (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser;
- (c) is independently developed by Recipient without use of Discloser's Confidential Information as documented by competent records; or
- (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence.

Recipient may disclose Confidential Information as and to the extent required by a valid order of a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

3.3 Use Limitations; Nondisclosure Obligation; Duty of Care. Each party agrees as a Recipient: (i) not to use Confidential Information for any purpose except in furtherance of its obligations hereunder; (ii) that it shall disclose Confidential Information only to its employees or contractors, or those of its affiliates, who need to know such information in order to carry out obligations hereunder, and certifies that such individuals have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those of this section; and (iii) to treat all Confidential Information with the same degree of care as it accords its own confidential information of a similar nature, but in no case less than with a reasonable degree of care. A breach of these obligations may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, and, in the event thereof, Discloser shall be entitled to seek injunctive or other equitable relief as may be appropriate. The foregoing obligations shall continue for a period of three (3) years following disclosure of the subject Confidential Information.

3.4 Access to Party's Premises. During the course of the Services, each party ("**Visiting Party**") may, from time to time, have occasion to visit the other party's ("**Host Party**") premises, in which case each of Visiting Party's personnel shall comply with Host Party's standard security and confidentiality protocols for granting access to Host Party facilities in effect at such time.

4 INTELLECTUAL PROPERTY OWNERSHIP

4.1 Ownership by Client. Subject always to IDEO's interests in IDEO Materials and Observation Materials, and to third-party ownership rights in any Third-Party Assets (each defined below), and upon payment for Services rendered, Client will own all right, title and interest in any and all Deliverables produced under this Agreement and all intellectual property rights embodied therein including but not limited to the following: (i) the physical embodiments of all Deliverables provided to Client hereunder; (ii) copyrights in any works of authorship fixed in said Deliverables; and (iii) patent rights and rights in any inventions described or embodied in the Deliverables. IDEO agrees to make a full, irrevocable assignment to Client of all such rights upon IDEO's receipt of payment for same, and will cooperate with Client to execute and file legally appropriate documents to record Client's ownership of such copyrights, patent rights, or other intellectual property rights at Client's request and expense.

4.2 IDEO Materials; License. Notwithstanding anything to the contrary herein, IDEO retains all right, title and interest in any and all methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for IDEO: (i) prior to and/or independent of the Services provided hereunder, and/or (ii) relating to IDEO's innovation and design processes used to perform the Services or create the Deliverables (collectively, "**IDEO Materials**"); and except for the following limited license, Client receives no rights in or to IDEO Materials, whether by implication, estoppel or otherwise. To the extent any IDEO Materials are contained in Deliverables, IDEO grants Client a royalty-free, non-exclusive, perpetual, sublicensable, transferable, worldwide license to use the IDEO Materials in connection with the Deliverables.

4.3 Observation Materials. Client understands that a critical part of IDEO's innovation process is that IDEO interviews and observes third parties who consent to restricted and confidential use of their information by IDEO. In order to protect the privacy and publicity rights of such third party observation participants ("**Participants**") in accordance with the rights granted to IDEO by the Participants, IDEO retains ownership of all Observation Materials. "**Observation Materials**" means photographs, videotapes and/or any other material(s) containing individually identifiable information of Participants, including names, addresses and likenesses. For clarity, Observation Materials do not include concepts, input, insights or other non-personally identifiable information that IDEO learns or gains from such interviews and summarizes or incorporates in a Deliverable. While IDEO may include Observation Materials in the Deliverables to illustrate or allow Client to evaluate IDEO's design recommendations, except for this limited use, IDEO does not grant Client any license, implicit or explicit, to the Observation Materials and Client may not in any way repurpose the Observation Materials or use them beyond Client's own internal evaluation of the Deliverables. Client will indemnify IDEO for claims or damages resulting from Client's use of the Observation Materials not in accordance with this Section 4.3.

4.4 Third-Party Assets. In order to allow Client to evaluate IDEO's design recommendations, and for demonstrative purposes only, IDEO may include third-party owned assets in the Deliverables such as images, stock photography, illustrations, sounds, movies, animations and/or open source software ("**Third-Party Assets**"). As IDEO is not the rights holder of any Third-Party Assets, IDEO will license the Third-Party Assets from the rights holder for inclusion in the Deliverables and for evaluation purposes only, and Client does not receive any license or assignment of ownership rights in the Third-Party Assets. Client will indemnify IDEO for claims or damages resulting from Client's use of the Third-Party Assets beyond its internal evaluation of the Deliverables. Upon Client's request, IDEO will provide Client with the source from which it obtained such Third-Party Assets.

5 IDEO'S OBLIGATION TO CLIENT FOR THIRD PARTY CLAIMS

5.1 General. Client acknowledges that the Services do not include, and IDEO is not being engaged to perform, any investigation of third party intellectual property rights including any searches of patent or trademark databases. Consequently, IDEO shall have no obligation to investigate the existence of any third party intellectual property rights, and IDEO expressly disclaims for itself and its personnel constructive knowledge of any third party intellectual property rights.

5.2 Indemnification Obligation. IDEO agrees to defend, or at its option settle, any action brought against Client, its employees, directors, contractors, and assigns, and pay any final award or damages assessed against Client (or agreed to be paid by IDEO in settlement) resulting from such action, insofar as that action is attributable to (i) any copyright infringed or trade secret misappropriated by the subject Deliverable, or (ii) any registered trademark or patent actually known by Project Personnel to be infringed by the subject Deliverable, and which copyright, trade secret, trademark or patent was not known by or disclosed to Client. The foregoing indemnification obligation is subject to Client: (a) providing prompt written notice of any claim for which defense is

sought, (b) tendering control of such defense to IDEO, and (c) providing reasonable assistance and information. Nothing herein shall restrict Client's right to participate in any such defense at its own expense. "**Project Personnel**" means any individual IDEO personnel assigned to the relevant project.

5.3 IDEO Options. If such an action is brought, or IDEO reasonably determines in its discretion that such a claim is likely to be made, IDEO may, at its option, (i) replace or modify the Deliverables so they are no longer infringing but functionally equivalent, or (ii) obtain for Client the right to continue using the Deliverables.

5.4 Exclusions. The foregoing obligation will not apply to any claim arising from: (i) modification of Deliverables by parties other than IDEO to the extent the infringement would have been avoided but for such modification, (ii) use of Deliverables in combination with other products or components to the extent the infringement would have been avoided but for such combination, or (iii) use of Deliverables where such infringement or misappropriation could have been avoided by use of subsequent Deliverables provided by IDEO.

5.5 Sole Remedy. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOREGOING STATES IDEO'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS.

6 CLIENT OFFERINGS

6.1 Product Testing and Field Qualification. Client is responsible for adequately testing and field qualifying, clearing intellectual property rights associated with, and complying with any and all laws, regulations or other governmentally imposed requirements relating to, any Client Offering. "**Client Offering**" means one or more of Client's current or contemplated product or service offerings incorporating, in whole or in part, or otherwise based on or derived from, the Services or any Deliverables.

6.2 Product Liability; Intellectual Property Rights. The parties acknowledge and agree that IDEO does not have visibility, access or substantive control over Client's development, marketing, manufacturing and/or distribution of any Client Offering. Therefore, with respect to any Client Offering, Client agrees to defend and indemnify IDEO, its employees, directors, contractors, and assigns from and against any claims, including reasonable attorney and expert fees and costs incurred by IDEO in connection with the same, where a third party alleges (i) that it has been damaged by a Client Offering, or (ii) any claim of misappropriation or infringement by a Client Offering that is not subject to IDEO's obligations under Section 5.2 above.

6.3 Work-Arounds. If and to the extent the Services include efforts to design or develop a "work-around" of particular third party intellectual property rights identified by Client, Client shall retain the obligation and responsibility of determining the legal effect and implications of any such "work-around" effort including selecting and engaging counsel to perform any intellectual property analysis, vetting or clearance Client considers desirable.

7 WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREUNDER, IDEO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF USE, INTERRUPTION OF BUSINESS AND/OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED THE TOTAL COMPENSATION PAID (IN THE CASE OF IDEO'S LIABILITY) OR PAYABLE (IN THE CASE OF CLIENT'S LIABILITY) TO IDEO IN CONNECTION WITH THE STATEMENT OF WORK TO WHICH ANY SUCH LIABILITY RELATES.

8 TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and remain in full force and effect until terminated as provided herein.

8.2 Termination. This Agreement or an SOW may be terminated: (i) by either party for any or no reason upon not less than thirty (30) days prior written notice, provided, however, that IDEO may not terminate the Agreement under this Section 8.2(i) while any SOW is in effect and Services are being performed; (ii) by either party in the event of a material breach by the other party, if such breach remains uncured for thirty (30) days following written notice thereof; or (iii) by either party in the event voluntary or involuntary insolvency proceedings are sought or instituted against the other party, which proceedings are not discharged within sixty (60) days.

8.3 Effect of Termination. In the event this Agreement or any SOW is terminated for any reason, (i) IDEO's obligation to provide Services shall cease; and (ii) Client shall pay IDEO all Compensation incurred prior to the effective date of such expiration or termination. If Client terminates this Agreement or any SOW for convenience pursuant to Section 8.2(i) above, Client will also reimburse IDEO for reasonable costs incurred by IDEO to efficiently discontinue the Services within the thirty (30) day time period, including any nonrefundable out-of-pocket expenses. Sections 3, 4, 5, 6, 7, 8, and 9 will survive any termination.

9 MISCELLANEOUS

9.1 Entire Agreement; No Waiver; Severability. This Agreement (including its exhibits or attachments) constitutes the parties' entire understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings between the parties regarding the subject matter hereof, including without limitation any request for proposal (RFP), purchase order, or other preprinted terms or documents provided by either party. Any conflict between the terms of this Agreement and any Statement of Work shall be resolved in favor of the terms of this Agreement except for any project specific terms set forth in the SOW which shall control for that SOW only. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as best to reasonably affect the intent of the parties hereto. This Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound.

9.2 Governing Law; Jurisdiction; Attorney's Fees. This Agreement shall be governed by the laws of the State of California without application of its conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application hereto. In any proceeding relating hereto, the parties agree and hereby submit to the exclusive jurisdiction of the state and federal courts of Santa Clara County, California and waive the right to trial by jury in any action, suit, or proceeding of any kind or nature in any court to which they become parties relating to this Agreement. In the event any proceeding or lawsuit is brought by either party in connection with this Agreement, the prevailing party in such proceeding is entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

9.3 Independent Contractors; Assignment. The relationship created between the parties hereto is that of independent contractors. Nothing herein creates a relationship of employer and employee, principal and agent, partnership or the like between Client, IDEO, or any of their affiliates or personnel. Neither party will have authority to enter into any contract on behalf of the other. Either party may assign this Agreement in the case of a merger, acquisition or corporate reorganization to a successor-in-interest of all or substantially all of that party's assets.

9.4 Independent Development; Freedom of Action. As a global design firm, IDEO regularly works with numerous clients within and across various industries and sectors at the same time. Consequently, nothing in this Agreement or in the provision of Services or Deliverables hereunder will be construed: (i) as a representation or be deemed to imply that IDEO will not develop offerings for itself or other clients that, without violation of Section 3 (Confidentiality) above, compete with the products or services contemplated by Client or Client's Confidential Information; or (ii) to restrict IDEO from reassigning or otherwise deploying its personnel in its sole discretion.

9.5 Force Majeure. Except for payment of amounts due hereunder, neither party shall be liable to the other for delayed performance caused by events outside of its reasonable control, including war, civil unrest, fire, earthquake or other natural disaster; provided that the party affected by such force majeure provides prompt notice to the other party of the occurrence and uses reasonable efforts to overcome the effects of such force majeure.

9.6 No Export. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

9.7 Insurance. Throughout the performance of the Services, IDEO shall maintain insurance in accordance with industry standards and in amounts sufficient to cover its obligations hereunder. At Client's written request, IDEO will provide Client with a copy of IDEO's form of insurance certificate identifying IDEO's policies and coverage limits.

9.8 Non-Solicitation. During the performance of the Services and for one (1) year thereafter, each party agrees not to solicit for employment or hire, either for itself or for any third party, any of the other party's personnel involved in performing or supervising the Services. The foregoing restriction does not apply to any third party recruiter or general solicitation not targeted at the other party's personnel.

9.9 Notices. Any notice permitted or required under this Agreement shall be in writing and mailed or delivered to the receiving party's address stated on the first page or subsequently provided in writing. Any notice sent to IDEO shall also be sent to: IDEO LP, Attn: Legal Group, 150 Forest Avenue, Palo Alto, CA 94301. Notices shall be deemed to have been duly given upon delivery when sent by express mail or certified mail, return receipt requested.

9.10 Publicity. Client agrees to notify IDEO ninety (90) days prior to the public launch or implementation of any Client Offering. The parties shall mutually approve any public disclosure of the nature, involvement or status of the parties' relationship or work product, such agreement not to be unreasonably withheld by either party. In the absence of such agreement, neither party shall publicly disclose the existence of a working relationship or the nature of the work. Neither party shall use the other party's name, marks, or logos in relation to any Client Offering or in any product or service branding, packaging or advertising without that party's prior written consent.

9.11 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement:

<p>"IDEO"</p> <p>IDEO LP</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>"Client"</p> <p>[Client name] <i>Community Foundation of North Central Florida</i></p> <p>Signature: <i>[Signature]</i> _____</p> <p>Name: <i>Barzella Papa</i> _____</p> <p>Title: <i>CEO</i> _____</p> <p>Date: <i>7-12-15</i> _____</p>
--	---