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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Matin Abdel-Qawi, Network Superintendent
Greg Cluster, Work-Based Learning Coordinator

Meeting Date March 9, 2022

Subject Agreement – Nielsen – Internship Program – High School Linked Learning

Ask of the Board Approval by the Board of Education for an Agreement by and between the District and the Nielsen Company, LLC, New York, NY, for the latter to launch an internship partnership with OUSD, as described in Exhibit A of the Agreement, incorporated herein by reference, as though fully set forth, via the High School Linked Learning Office, for the period of February 4, 2022 through February 4, 2023, at no cost to the District.

Background Nielson Media is offering paid internships to up for up to 20 OUSD scholars in our Computer Science Pathways at CCPA and Oakland Tech. Nielsen will pay the interns. OUSD agrees to promote the opportunity and support students with required paperwork.

Discussion Approval to launch a fixed term internship program for prospective high school student interns, 16 years or older, for a 6 – 12 week period, managed by Nielsen and facilitated by the High School Linked Learning Office.

Fiscal Impact There is no cost to OUSD. Up to 20 OUSD students will receive up to \$2,500.00 each in pay for their participation in spring 2022, and additional students will have access to similar pay in subsequent terms.

Attachment(s)

- Agreement to include:
 - Exhibit A – Nielsen Internship Program Guidelines
 - Exhibit B – Institution’s Responsibilities
 - Exhibit C – Nielsen Approved Branding and Descriptions

Nielsen
Internship Program Agreement
Term of Agreement: One year from date of signing

This Internship Program Agreement (“Agreement”) is between The Nielsen Company (US), LLC (“Nielsen”), a Delaware limited liability company, with an office at 675 Avenue of the Americas, New York, NY 10010, and the undersigned academic institution (the “Institution”).

Nielsen is a global market research and technology company and from time to time offers opportunities to students to engage as interns (“Interns”) to work in various Nielsen business units for the purpose of providing on-the-job training and professional experience as part of the Intern’s educational and career development.

Institution has programs designed for the placement of students for professional internship opportunities and desires to place students as Interns with Nielsen.

This Agreement sets out the understanding of the Institution of the Institution and Nielsen with respect to placing Interns at Nielsen (the “Program”).

1. **Program Guidelines:** The general guidelines for the Program are set forth on **Exhibit A**. The decision to place any students from Institution as Interns in the Program is in Nielsen’s sole discretion.
2. **Responsibilities:** The Institution’s responsibilities are set forth on **Exhibit B**. There is no financial cost to Institution for participating in the Program, except that Institution is responsible for any of its own costs and expenses associated with operating its own internship placement program and facilitating its responsibilities contemplated by this Agreement.
3. **Contacts.** The primary contacts for Nielsen and the Institution for matters relating to this Agreement or the Interns are set forth below the signature lines of this Agreement. Each party may identify additional contacts for specific Intern placements who will be the primary contact or manager for a particular Intern.
4. **Work Product & Intellectual Property.** Institution understands that Interns will be required to sign customary agreements regarding Nielsen’s ownership of any work product or intellectual property created by Interns for Nielsen. Institution waives and agrees never to assert (a) any claim to any such work product created by the Intern or (b) any right, title or interest in any intellectual property or proprietary rights, including patent and copyright rights in such work product during or after the term of this Agreement.

5. **Confidentiality.** Institution shall treat all Confidential Information as confidential information of Nielsen, both during and after the term of this Agreement. "Confidential Information" means all information and material of or relating to Nielsen or its business or customers provided by Nielsen or Interns or to which Institution is given access by Nielsen in connection with this Agreement or the Program, including, but not limited to, (i) the existence of this Agreement; (ii) all work product created by the Interns; and (iii) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be considered as confidential. Institution shall use the Confidential Information received under or otherwise obtained in connection with this Agreement solely for the purposes of performing its responsibilities or carrying out the purposes of this Agreement, and will not disclose or make Confidential Information available to any third party, except as specifically authorized by Nielsen in writing, and shall not use or have used the Confidential Information for any purposes other than fulfilling its obligations under this Agreement. All Confidential Information furnished, made available to or otherwise accessed by Institution shall remain solely the property of Internship Partner. Institution acknowledges that the restrictions on Confidential Information set forth in this agreement are reasonable and necessary in order to protect legitimate business interests of Nielsen, and that any violation of the covenants as to Confidential Information would result in irrevocable injury for which Nielsen would have no adequate remedy at law and that Nielsen shall be entitled to seek temporary or permanent injunctive relief with respect to any violation or threatened violation of the restrictions.
6. **Compliance with Laws.** Each party will comply with all applicable laws, rules and regulations in connection with this Agreement, the Program and the activities contemplated hereunder, including, without limitation any applicable employment or labor laws or related permits or applications.
7. **Publicity.** Institution shall not use Nielsen's or its affiliates' names or use any trademark, service mark or trade name of Nielsen or any of its affiliates in any media release, public announcement, promotional or marketing materials, lists, or presentations without the prior written consent from Nielsen for each such use or release. Notwithstanding the foregoing, Institution may use Nielsen's name, logo and a description of Nielsen and the Program opportunity, in the form and content set forth on **Exhibit C**, for internal purposes to

communicate the opportunity to students as part of Institution's own placement program.

8. **Termination.** Either party may terminate this Agreement at any time and for any reason; provided that the obligations relating to confidentiality, work product and intellectual property shall survive termination, and termination shall not terminate any Intern who is actively engaged by Nielsen at the time of termination, unless the parties agree otherwise.
9. **Limitation of Liability.** NEITHER PARTY WILL HAVE LIABILITY TO THE OTHER PARTY RELATED TO THIS AGREEMENT, OR THE ACTIVITIES CONTEMPLATED HEREBY, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. EXCEPT FOR DIRECT DAMAGES SUFFERED BY ONE PARTY RESULTING FROM THE OTHER PARTY'S VIOLATION OF LAW, IN NO EVENT SHALL A PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED HEREBY EXCEED \$1,000.
10. **Miscellaneous.** Nothing contained herein shall be construed to imply a joint venture, partnership or principal and agent relationship between Nielsen or Institution and no party shall have any right, power or authority to create any obligation, express or implied on behalf of the other. Institution shall not transfer, assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of Nielsen. The laws of the State of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, as to its validity, interpretation, construction, performance and enforcement. The parties hereto agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in the United States District Court for the Southern District of New York. In the event of a conflict between the Agreement and any agreement or terms and conditions issued by Institution or signed by the parties respecting the matters contained herein, the terms of this Agreement shall control. This Agreement may be amended, superseded or canceled only by a written agreement signed by both parties.

Accepted and Agreed:

THE NIELSEN COMPANY (US), LLC

DocuSigned by:
By: kay johansson Date: 10/12/2021
Name: kay johansson
Title: CTO

Nielsen Primary Contact for Program:

Name: Justin Franks
Email address: justin.franks@nielsen.com

INSTITUTION: _____

By: Sondra Aguilera Date: 2/4/2022
Name: Sondra Aguilera
Title: Chief Academic Officer
Address: 1000 Broadway, Suite 440
Oakland, CA 94607

Approved as to form by OUSD Staff
Attorney Joanna Powell on 10/14/2021.

Joanna J. Powell

G.S.D. Yee

Gary Yee, President, Board of Education 3/10/2022

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Secretary, Board of Education 3/10/2022

Institution Primary Contact for Program:

Name: Greg Cluster
Email address: Gregory.Cluster@ousd.org

EXHIBIT A

NIELSEN INTERNSHIP PROGRAM GUIDELINES

- **General.** In advance of a school semester, i.e., by _____ (for Fall) and _____ for (Spring), Nielsen may provide Institution with descriptions of Program opportunities for Institution to communicate to prospective student Interns. The opportunity description will include, among other relevant information:
 - Description of the opportunity and the desired Intern interests or experience
 - Term and Work Schedule (days/hours)
 - Compensation (which shall be inclusive of meals and transportation costs)
 - Number of students per office (or per Nielsen Manager) per opportunity
 - Office Location (and whether remote work may be allowed)
 - Nielsen Manager(s) name(s)
 - Term of internship will typically be for between 6 and 12 weeks (or such other period as may be agreed, taking into account the opportunity and the Interns other school commitments.
 - Start and end dates, and work schedule will be agreed for each Intern in a separate confirmation with Institution and an offer letter or other agreement with each Intern.

- **Nielsen Equipment and other Assets/Material:** Nielsen will provide laptops and peripheral equipment, email account and other network access if/as appropriate for each opportunity.

- **Other Terms**
 - Intern is a “fixed-term” employee. Fixed-term employment is “at will” and there is no guarantee of future employment. Internship can be terminated by intern or by Nielsen at any time. Fixed-term employment will naturally terminate at the end of a fixed internship period, which will be communicated to the intern at least 30 days prior to the end date.
 - Nielsen will conduct customary and required background checks for Interns, subject to applicable law and decisions are made on an individualized basis, taking into account the nature of the work and other factors.
 - Type of work at discretion of Manager; Nielsen will make reasonable efforts to give students the type of work they are interested in.
 - Blend of remote work and in-person work at the discretion of Manager.
 - Interns are permitted to list the internship on their resume.
 - Nielsen does not provide references, but can confirm dates of engagement.

- Interns and Institution liaison (and guardians, for High School Interns) will be required to attend orientation to cover overall expectations, policies and performance and working guidelines.
- Intern candidates provided by the Institution must be located within reasonable travel distance from the relevant Nielsen office.
- This agreement serves as a means to further define the relationship between OUSD and Nielsen beyond the terms of [OUSD's General Offer MOU](#) with internship providing entities. Should there be a conflict between this agreement and OUSD's General Offer MOU, the Nielsen's Agreement shall govern.

- **Intern Agreement**

- Interns will be required to sign an Agreement containing customary confidentiality and intellectual property assignment provisions as well as agreement to comply with Nielsen policies and code of conduct, including time keeping practices, on site security policies, technology use policies, COVID or health and safety policies.
- The Agreement will also confirm that there is no guarantee of employment.
- The Intern Agreement may be in the form of an offer letter confirming the general terms of the internship (term, schedule, manager, compensation, and that permits or licenses have been received, if and as applicable (e.g., California Law), etc.)

EXHIBIT B

INSTITUTION'S RESPONSIBILITIES

- Post opportunities as provided by Nielsen and work with Nielsen and prospective Interns to facilitate process of submission and communication between Nielsen and prospective Interns. Nielsen and Institution will agree on the manner of communication among the parties.
- To facilitate pairing for opportunities, the Institution will support students to complete all forms including sharing areas of interest, name of school advisor or internship coordinator and relevant skills, academic program they are part of as relates to the opportunity.
- Communicate to Interns that they will be required to sign separate agreements with Nielsen regarding confidentiality, intellectual property, compliance with policies and code of conduct, including COVID or other health and safety policies, on site security policies, technology use policies, timekeeping procedures, etc....
- For High School students
 - Present Intern candidates who are 16 years or older.
 - Obtain any necessary waivers (including liability waivers in favor of Nielsen) and consents for participation and release of relevant information to Nielsen from parents or guardians in connection with the Program, and emergency contact information.
 - Assign student liaison or guardian contact to support resolution of any issues that may arise between Intern and Nielsen Manager.
 - Provide to Nielsen in advance any of its own relevant guidelines that may related to the Nielsen Program
 - *For California High School Institutions*
 - Ensure completion of required documentation, including Statement of Intent to Employ and issuance of Employer Work Permit

EXHIBIT C NIELSEN APPROVED BRANDING AND DESCRIPTIONS

About Nielsen

Nielsen is a leading global data and analytics company that provides a holistic and objective understanding of the media industry. We seek to create a better media future for all people through our insights and solutions. With offerings spanning audience measurement, audience outcomes and content, Nielsen offers its clients and partners simple solutions to complex questions and optimizes the value of their investments and growth strategies. It is the only company that can offer audience measurement across all media platforms — from traditional TV to digital and streaming. Audience is Everything™ to Nielsen and its clients, and we are committed to ensuring that every voice counts.

About the internship program

At Nielsen, we're looking for the next generation of technology innovators and leaders to help us create a better media future. That vision relies on technology that is inclusive, as well as tech experts who are diverse in thought and experience. Join the company that's propelling the media industry forward, and apply for [insert internship program name].

As an intern in our Technology team, you'll be learning on the job and from the best minds in the business. You'll also be expected to ask questions as well as contribute your thoughts and ideas. Our team is made strong by a diversity of thoughts, experiences, skills, and backgrounds. You'll enjoy working with smart, fun, curious colleagues, who are passionate about their work. In fact, this internship program was started by our Chief Technology Officer, Kay Johansson who stays actively involved as its sponsor and as a mentor. Come learn from the best and see if technology is a career you'd like to pursue.

We help the biggest names out there. From Amazon, Google, and Sony to the hottest new contenders. From Hollywood to Bollywood, Streaming to Broadcast, Movies to Music, and Gaming to Sports. Everything we do revolves around audience, media, and content. Come see what it's like to work at a Technology company. Who knows, you might want to make a career out of it.