

Board Office Use: Legislative File Info.	
File ID Number	18-0461
Introduction Date	3/28/18
Enactment Number	160534
Enactment Date	3/28/18



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

3/28/18

Subject Exhibition Agreement - Shared Space Studios, LLC. - Portal Contract - 353/Oakland International High School

Action Requested Acceptance by the Board of Education of the Exhibition Agreement with Shared Space Studios, LLC. - Portal Contract at Oakland International High School for the fiscal year 2017-2018.

Background
A one paragraph explanation of why the consultant's services are needed.
In September 2017, the Board approved a Silicon Valley Foundation grant to Oakland International High School to promote peace by building bridges between communities around the world, developing leadership pathways for students, mentoring at risk students. This two-year grant, in the amount of \$100,000 each year, is partially dedicated to bringing a Shared Space Studios, LLC., Portal Contract to Oakland International High School, to connect the OIHS community to others at Portal sites around the world.

Discussion
One paragraph summary of the scope of work.
Approval by the Board of Education of an Exhibition Agreement between District and Shared Space Studios, LLC. ("Shared Studios"), Bethesda, Maryland for the latter to provide all Portal technology (camera, projector, computer, microphone, speakers, lighting, etc.); delivery, installation, de-installation, and removal of the Portal; around-the-clock technical support for the Portal connection throughout the Exhibition Term; training of and ongoing coordination with Portal Curator; and at least fifteen (15) hours of connection per week on average during the Exhibition Term on a schedule to be mutually agreed upon in writing by Company and Shared Space Studios, LLC. for the period of April 1, 2018 through June 30, 2019, in an amount not exceed \$44,500.00.

Recommendation Approval of by the Board of Education of an Agreement between Oakland Unified School District and Shared Space Studios, LLC. Services to be primarily provided to 353/Oakland International High School for the period of April 1, 2018 through June 30, 2019.

Fiscal Impact Funding resource name (please spell out): 9100/Silicon Valley Foundation in an amount not to exceed \$44,500.00.

Attachments • Contract



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0461

Department: Oakland International High School - 353

Vendor Name: Shared Space Studios, LLC.

Contract Term: Start Date: April 1, 2018 End Date: June 30, 2019

Annual Cost: \$44,500

Approved by: Preston Thomas, High School Network Superintendent

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Shared Studios is a sole-source provider of Portals: a unique, full-sized immersive environment that connects individuals to other Portals around the world. The installation of a portal at OIHS is a part of a Justice and Unity grant intended to bridge communities around the world. Our students, families, teachers, and community members will be able to use the Portal free-of-charge to connect to others in Palestine, at the UN, in Los Angeles, in Guatemala, and a dozen other locations all over the world.

Summarize the services this Vendor will be providing.

Shared Studios will be responsible for providing:
 All Portal technology (camera, projector, computer, microphone, speakers, lighting, etc.)
 Delivery, installation, de-installation, and removal of the Portal;
 Around-the-clock technical support for the Portal connection throughout the Exhibition Term;
 Training of and ongoing coordination with Portal Curator; and
 At least fifteen (15) hours of connection per week on average during the Exhibition Term on a schedule to be mutually agreed upon in writing by Company and Shared Studios.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Price was based on the actual costs of transporting and setting up the Shared Studios Portal container, as determined by other Portals placed across the United States.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

EXHIBITION AGREEMENT

This AGREEMENT (this "Agreement") is made by and between (1) Shared Space Studios, LLC ("Shared Studios"), a Delaware-incorporated limited liability company that creates immersive, interconnected art exhibits and custom products and maintains its principal place of business at 9406 Old Georgetown Road, Bethesda, Maryland 20814, and (2) Oakland Unified School District ("District"), a California public school district, with its principal place of business at 1000 Broadway, Suite 680, Oakland, CA 94605. This Agreement is made and entered into as of _____ (the "Effective Date"). Shared Studios and District are referred to herein singularly as a "Party", and collectively as the "Parties."

RECITALS

District desires to sponsor one (1) or more exhibitions involving Shared Studios' interactive sculptural works that consist of an interior space equipped with audio and video equipment, as further described in Exhibit A, attached hereto and fully incorporated herein ("Portals" or the "Project").

AGREEMENTS

In consideration of the foregoing, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Right to Use; Sponsorship Terms.

a. Shared Studios hereby grants District the right to use and display the Project, from April 1, 2018 through June 30, 2019 (the "Exhibition Term"), in accordance with the requirements and specifications set forth in Exhibit A. The parties agree that the ownership of the Project is vested and will remain vested in Shared Studios. District shall not use the Project or any materials related thereto in any manner not authorized by Shared Studios.

b. District will be the designated sponsor of the Project during the Exhibition Term for the location(s) listed in Exhibit B, attached hereto and fully incorporated herein ("Locations").

c. In exchange for the rights granted herein and the Sponsorship Benefits, District agrees to pay Shared Studios forty-four thousand five hundred U.S. dollars (\$44,500.00) (the "Sponsorship Fee").

d. The Sponsorship Fee shall be paid according to a payment schedule which Parties will establish in detail at a later date as an addendum to this Agreement. Both Parties agree that an initial deposit of no less than twenty percent (20%) of the Sponsorship Fee shall be paid no later than 15 days prior to the start of the Exhibition Term, and the final payment of the Sponsorship Fee shall be made no later than 15 days following the end of the Exhibition Term.

e. In addition to the Sponsorship Fee, during the Exhibition Term, District shall pay any and all costs as set forth in this Agreement or otherwise related to the exhibition of the Project. Such costs may include, but are not limited to, additional delivery expenses for unusual delivery circumstances, including the use of a crane, forklifts, and or industrial casters. Shared Studios will remain responsible for costs related to the routine maintenance or routine repair of the Project, or any part thereof.

2. Exhibition Obligations of District. During the Exhibition Term, District shall perform, at its sole cost and expense, all of the following:

a. District shall be responsible as custodian, for the custody and maintenance of the Project, from the moment the Project is delivered to District at the Location to the moment it is retrieved by Shared Studios at the expiration of the Exhibition Term.

b. District shall maintain insurance policies on terms reasonably acceptable to Shared Studios that cover at a minimum theft, fire, loss or damage of any type to persons and goods, for the entire Exhibition Term, which policies must name "Shared Space Studios LLC" as an additional insured.

c. Subject to Shared Studios' rights to modify the layout plan in their sole discretion as set forth in Section 2(d), District shall be responsible for providing the Location(s) for the exhibition of the Project at its sole cost and expense.

d. District shall submit, or as of the Effective Date has submitted, to Shared Studios a display and layout plan of the exhibition of the Project at each Location, which plan shall be approved by Shared Studios. Shared Studios reserves the right to modify the display and layout plan in its sole discretion.

e. District shall not, and shall use reasonable efforts to ensure that third parties do not, without Shared Studios' prior written consent, reproduce the Project or any part thereof. Notwithstanding the foregoing, there shall be no prohibition on the ability to take photographs or videos of the Project or any activities relating to the Project.

f. District shall only use the promotional, marketing and advertising materials provided or pre-approved by Shared Studios, in connection with District's use and display of the Project. District shall precisely follow Shared Studios' instructions in connection with such materials. District shall be responsible for all expenses related to the production of the materials used in connection with District's use and display of the Project.

g. District shall use best efforts to utilize the Project to promote and develop, within District's local and regional community, awareness of initiatives related to Shared Studios' program; provided, however, that any such initiatives shall first be approved by Shared Studios.

3. Inspection Rights of Shared Studios. During District's normal business hours or upon reasonable notice, Shared Studios shall have the right to inspect the Project at the Location(s).

4. Trademark License. District hereby grants to Shared Studios the limited, royalty-free, non-exclusive right to use District's names, trade names, and trademarks ("District Marks") in connection with the advertising, promotion and marketing of Shared Studios and the Project. District Marks, and all goodwill therein, shall remain the exclusive property of District.

5. Termination. Each party shall have the right to terminate this Agreement for convenience, or any or no cause. Upon termination, the parties' rights to use each other's respective marks and designations will cease, and each party's obligations under this Agreement, which are not continuing by nature, will also cease. For purposes of

termination, the Sponsorship Fee shall be converted into a monthly rate of \$3,178.57. There shall be no charge for any remaining months on the Exhibition Term following termination, but any months of the Exhibition Term that have not been paid at the monthly rate of \$3,178.57 shall be paid.

6. Indemnification; Waiver and Release; Limitation of Liability.

a. Each Party shall indemnify, defend and hold the other Party harmless for any loss, damage or expenses (including legal costs) which may be incurred as a result of lawsuits or legal proceedings, summons or claims based on the acts or omissions of the other Party its employees, agents and representatives, in connection with the Project hosted at the Location(s), including without limitation, any failure by the other Party, its employees, agents and representatives to comply with the provisions of this Agreement.

b. Except with respect to a breach of confidentiality pursuant to Section 7 or liability arising from indemnification obligations under Section 6(a), or a party's gross negligence or willful misconduct, (i) in no event will either party be liable to the other party for any consequential, incidental, indirect, or punitive damages arising out of or in relation to this Agreement; and (ii) in no event shall either party's liability exceed the Sponsorship Fee paid hereunder.

7. Confidentiality and Non-Disclosure: To facilitate the exhibition relationship, Shared Studios will disclose to District certain confidential and proprietary information. District agrees to maintain such information in the strictest confidence in accordance with the terms and conditions of this Agreement, and acknowledges that any disclosure of such information by Shared Studios to District is made in reliance upon the covenants of District in this Agreement. The parties further agree as follows:

a. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean all information previously provided or hereafter provided to the District (and, if applicable, any of its directors, officers, employees, partners, affiliates, agents, advisors or representatives (collectively "Advisors")) concerning Shared Studios' or any of its affiliates' products, technology, services, finances, operations, personnel or business practices or policies which is not available to the general public whether oral, written, recorded or electronic, and regardless of the

manner in which it is furnished to District. In particular, information will be provided pertaining to the design, construction, function, and operation of the Portal.

b. Non-disclosure. Subject to Section 7(c), District shall maintain all trade secrets in strict confidence indefinitely and shall maintain Confidential Information that does not rise to the level of trade secrets in strict confidence for a period of forty-eight (48) months from the Effective Date. District shall make no use of the Confidential Information other than for furtherance of the relationship with Shared Studios. Until the execution of an agreement with respect to any such relationship, District shall not announce or disclose to any third party the nature of such relationship or the fact that discussions about such relationship have been commenced. District shall restrict disclosure of the Confidential Information solely to its Advisors with a need to know provided that all such Advisors are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement. District shall be responsible for any breach of the terms and conditions of this Agreement by its Advisors.

c. Exceptions to Confidentiality. The obligations imposed upon District shall not apply to any Confidential Information that (i) is made public by Shared Studios or that otherwise is or becomes part of the public domain through no wrongful act, fault or negligence on the part of District, (ii) District is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that District shall use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment and, to the extent that it may lawfully do so, District shall first have given notice to Shared Studios and given Shared Studios a reasonable opportunity to interpose an objection or obtain a protective order, or (iii) is or becomes available to District on a non-confidential basis from a source other than Shared Studios, provided that such source is not furnishing such Confidential Information in breach of applicable law or in breach of an agreement with Shared Studios.

d. Standard of Care; Notification upon Disclosure. District shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination or copying of any Confidential Information as it uses to protect its own confidential information of a like nature. District shall notify Shared Studios immediately upon discovery of any use or disclosure of Confidential

Information by any third party or any unauthorized use, disclosure or other breach of this Agreement by any Advisors, and shall cooperate with Shared Studios in every reasonable way to help Shared Studios retain possession of the Confidential Information and prevent further unauthorized use.

e. No License or further Agreement; Return of Information. All Confidential Information shall remain the property of Shared Studios. Nothing contained in this Agreement may be construed as granting or conferring any rights by license, ownership or otherwise, in any Confidential Information disclosed to District. The furnishing of Confidential Information hereunder does not obligate either party to enter into any agreement, negotiation or relationship with the other party. District shall promptly return to Shared Studios all Confidential Information upon the written request of Shared Studios or, at Shared Studios' option, certify destruction of the same in writing. Notwithstanding the foregoing, if all copies of the Confidential Information cannot be accounted for or, if counsel for District reasonably believes it is necessary for District to retain some or all of the Confidential Information pursuant to applicable law, District shall provide Shared Studios with a written undertaking agreeing (i) to promptly return such Confidential Information if it is subsequently located or no longer required to be retained pursuant to applicable law, as the case may be, and (ii) to be bound indefinitely by the confidentiality and other restrictive covenants of Sections 7(b) and 7(d) and of this Section 7(e) until such time as all such Confidential Information is returned or destroyed.

f. Representations or Warranties. District understands and acknowledges that Shared Studios is not making any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information.

g. Equitable Relief. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Section 7 by District and that Shared Studios shall be entitled to equitable relief, including injunction and specific performance without the necessity of posting bond, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of Section 7 or any other section of this Agreement, but shall be in addition to all other remedies available to Shared Studios at law or in equity.

8. Miscellaneous.

a. Notice. All notices, demands and requests which may be or are required or permitted to be given, served, sent or delivered under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery, facsimile transmission (to be followed promptly by written confirmation mailed by certified mail as provided below) or sent by overnight courier service or certified mail, return receipt requested, (iii) deemed to have been given on the earliest of: the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the date set forth in the records of the delivery service or on the return receipt and (iv) addressed as follows:

If to Shared Studios:

9406 Old Georgetown Road
Bethesda, Maryland 20814

If to District:

Marion McWilliams, General Counsel
1000 Broadway, Suite 680
Oakland, CA 94605

or to any such other persons or addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 8(a). Rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

b. No Assignment: Benefit and Binding Effect. District may not assign its rights and obligations under this Agreement without Shared Studios' prior written consent; and any such approved assignment shall not relieve or release District of its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

c. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of California, without regard to the choice of law provisions or conflicts of law principles of that state.

d. Entire Agreement. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof. All schedules and exhibits attached to this Agreement shall be deemed part of this

Agreement and incorporated herein, as if fully set forth herein. This Agreement supersedes all prior negotiations between the parties with respect to the transactions contemplated hereby, and all letters of intent and other writings relating to such negotiations, and cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is executed by the party against which enforcement of any such amendment, supplement or modification is sought.

e. Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure not so specifically waived.

f. Severability. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties will negotiate in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

g. Due Authorization. Each party represents and warrants that (i) it has the corporate power and authority to execute and deliver this Agreement and to carry out and perform all of its other obligations under the terms of this Agreement; and (ii) the execution and delivery of, and performance of the obligations contained in, this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of such party. The Agreement must be approved by the District's Governing Board to be binding on the District.

h. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile or portable document format (pdf) transmission shall be deemed to be an original signature for all purposes under this Agreement.


[Signature page follows.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Shared Studios:

By: 
Name: Amar C. Bakshi
Title: Managing Member

Oakland Unified School District

By: 
Aimee Eng, President of the Governing Board

By: 
Kyla Johnson-Trammell, Superintendent and Secretary of the Governing Board


OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams General Counsel

Exhibit A

Project Description and Specifications

Description

Between April 1, 2018 and June 30, 2019, Shared Studios will activate a Portal_Container on behalf of District (“OaklandInternational_Portal”) at Oakland International High School at 4521 Webster St, Oakland, CA 94609. The OaklandInternational_Portal will connect to the Shared Studios global network approximately fifteen (15) hours per week on average during the Exhibition Term on a schedule to be determined by Shared Studios with input from and approval by District.

Specifications

Shared Studios will be responsible for providing:

- All Portal technology (camera, projector, computer, microphone, speakers, lighting, etc.)
- Delivery, installation, de-installation, and removal of the Portal;
- Around-the-clock technical support for the Portal connection throughout the Exhibition Term;
- Training of and ongoing coordination with Portal Curator; and
- At least fifteen (15) hours of connection per week on average during the Exhibition Term on a schedule to be mutually agreed upon in writing by District and Shared Studios.

District will be responsible for providing:

- Permissions at all installation sites, including the payment of all associated costs (e.g., permitting fees);
- Hardwire or similarly reliable Internet connection of at least 15mbps upload/download speed;
- Access to two (2) standard 120v or 220v power outlets on different circuits; and
- Staff for the operation of the Portal during the Exhibition Term.

Exhibit B

Location(s)

The OaklandInternational_Portal will be installed on the campus of Oakland International School. The precise location of the Portal will be agreed upon by both Parties in writing no less than thirty (30) days prior to the installation and activation of the Project.

SAM Search Results
List of records matching your search for :

Search Term : shared* space* studios* llc*
Record Status: Active

No Search Results