

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA CLARA  
AND  
SANTA CLARA UNIVERSITY

WHEREAS, the City of Santa Clara (the "CSC"), under Mayor Lisa M. Gillmor, and Santa Clara University ("Santa Clara University"), under President Kevin O'Brien, wish to establish this collaboration in the manner described herein.

NOW, THEREFORE, In consideration of the promises set forth in this Memorandum of Understanding ("MOU"), Santa Clara University and CSC hereby agree as follows:

1. Collaboration. The CSC and Santa Clara University agree to work together to explore the topics described in Exhibit A to this MOU and to identify ways in which they can further collaborate in their work on these topics.
2. Future Written Agreements. The provisions of this MOU are not intended to create any legally binding rights or obligations between the parties hereto. Neither party shall have any legal or financial obligation to the other party unless and until one or more mutually acceptable written agreement(s) implementing the principles specified in this MOU has been executed by a duly authorized representatives of each party hereto.
3. Liaisons. Each party shall designate a person or office to serve as liaison for implementing this MOU. These liaisons will exchange information regularly on the topics set forth in Exhibit A and other topics of mutual interest to the CSC and Santa Clara University. At the time of the signing of this document,

For the City of Santa Clara, the liaison will be Neil Datar ([ndatar@alumni.scu.edu](mailto:ndatar@alumni.scu.edu))

For Santa Clara University, the liaison will be Santa Clara University's Markkula Center for Applied Ethics ("MCAE"), and the contacts for the Markkula Center shall be Joan Harrington ([j1harrington@scu.edu](mailto:j1harrington@scu.edu)) and Thor Wasbotten ([twasbotten@scu.edu](mailto:twasbotten@scu.edu))

4. Effective Date. This MOU shall have effect from the last date that the document has been signed by both parties until the earlier of (a) the first anniversary of that date or (b) the date on which either party elects to terminate the MOU as described herein. Upon expiration of this MOU, the parties may mutually agree to renew this MOU by written instrument.
5. Termination. Either party may terminate this MOU by delivering one month written notice to the other party. The termination of this MOU shall have no force or effect on any separate Agreement between the parties hereto.

## Exhibit A

Santa Clara University is the Jesuit university in Silicon Valley, and President Kevin O'Brien, SJ, is committed to providing support and resources to make this cooperation successful. The staff of Santa Clara University's MCAE have expertise in ethics and organizational culture.

### Mission Statement and Value Statement

MCAE will work as an adviser to the City of Santa Clara's Task Force on Diversity, Equity, and Inclusion (TFDEI), or other name as defined by the CSC, to establish or refine a Mission Statement and Values Statement for the Charter of the Task Force.

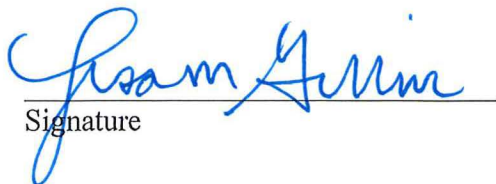
### Community Conversations

MCAE will advise the TFDEI on processes to implement a series of community conversations, which will engage and empower a broad spectrum of stakeholders.

### Services Provided by MCAE

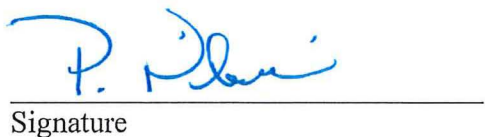
With common interests in the role that ethics and culture play in society, CSC and Santa Clara University may want to explore other ways of cooperation. Services as outlined above will be offered pro bono by MCAE. For work outside of the scope of what is defined in Exhibit A, MCAE and the City of Santa Clara will negotiate terms for fee-for service.

For the City of Santa Clara:

  
Signature

Lisa M. Gillmor, Mayor  
Printed Name & Title

9/8/20  
Date

  
Signature

PAT NIKOLAI CHIEF OF POLICE  
Printed Name & Title

9/3/20  
Date

Approved as to form

  
Brian Doyle  
City Attorney

For Santa Clara University:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date