



*JFF Fiscal Use Only*

Agreement ID: 21-266

Vendor ID:

### ***Pass-Through Agreement***

This Pass-Through Agreement (Agreement) is entered into as of **October 1, 2021** by and between **Jobs for the Future, Inc. (JFF)**, a Connecticut nonprofit corporation having an address at 50 Milk St., 17th Floor, Boston, Massachusetts 02109 and **Chabot-Las Positas Community College District DBA Chabot College and/or Las Positas College** (Subrecipient), a **Two Year Public College** having an address at **7600 Dublin Blvd, 3<sup>rd</sup> Floor, Dublin, CA 94568**. JFF will support Subrecipient by facilitating communication and activities and by managing overall project implementation through appropriate oversight and fiscal management.

This Agreement specifies the terms and conditions under which JFF will make a subaward to Subrecipient in connection with a grant to JFF as part of the **“Prologis Community Workforce Initiative Phase II”** (Project) funded by **Prologis** (Sponsor).

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Period of Performance.** This Agreement shall start **October 1, 2021** and shall end no later than **May 31, 2023** (Grant Period), unless the parties agree otherwise.
2. **Scope of Activities.** Subrecipient shall be responsible for delivering the program that is detailed in the Scope of Activities included as Attachment A to this Agreement (Activities).
3. **Total Grant Funds.** In support of Subrecipient to complete the Scope of Activities, JFF has authorized to pay Subrecipient an amount not to exceed **\$200,000.00** (Grant Funds).
4. **Reporting and Disbursement.** An estimated budget pertaining to the Grant Funds is included as Attachment B –Schedule of Disbursements and Reports. The Grant Funds shall be disbursed to Subrecipient as indicated in Attachment B –Schedule of Disbursements and Reports. Subrecipient agrees to submit periodic reports to JFF regarding expenditure of Grant Funds based on the Schedule of Disbursements and Reports. All scheduled disbursements subsequent to the initial disbursement will be subject to demonstrable progress towards completion of the Scope of Activities.
5. **Use of Grant Funds.** Subrecipient agrees that the Grant Funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the Activities and the Detailed Budget. Subrecipient shall notify JFF of any changes to key personnel associated with the project and must receive advance approval from JFF to substitute any other individual to lead the Activities.

Any portion of the Grant Funds unexpended at the completion of the Grant Period shall be returned to JFF unless otherwise determined by JFF.

Certain terms and conditions of the sponsor award to JFF are applicable to the subrecipient and are incorporated into this agreement as Attachment D—Flow down Provisions.

6. **Prohibited Use of Grant Funds.** Subrecipient agrees to not use any portion of the Grant Funds to any extent for any of the following:
  - a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code;
  - b. For any non-charitable purposes;
  - c. For the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Subrecipient nor JFF has entered into any agreement, oral or written, to the contrary.
  
7. **Re-granting.** Subrecipient may not subgrant or re-grant any portion of the subaward provided to Subrecipient under this Agreement without JFF's prior written approval. If Subrecipient does so, Subrecipient shall be responsible for monitoring the sub- or re-grantee(s) for compliance with all applicable statutory, regulatory, and program requirements. Subrecipient shall also monitor the sub- or re-grantee(s) for their proper creation and maintenance of Records, including, but not limited to, financial records, participant eligibility, service provision, and outcomes.
  
8. **Access to Records.** JFF and its duly authorized representatives shall have the right to access and examine and otherwise audit all records, including without limitation any books, documents, or papers of Subrecipient, and of its sub-subgrantees or re-grantees, which are related to this Agreement (Records) and may make excerpts and copies thereof. Subrecipient shall permit reasonable access to its personnel for purposes of interviews and discussions related to such Records. Subrecipient shall also establish a proper accounting system in accordance with Generally Accepted Accounting Principles.
  
9. **Independent Contractor.** JFF and the Subrecipient shall be, and shall be deemed to be, independent contractors and not agents or employees of the other. Neither JFF nor Subrecipient shall have the authority to make any statement, representation, or commitment of any kind, or to take action which shall be binding on the other, except as may be authorized in writing.
  
10. **Intellectual Property.** Subrecipient shall follow the "Ownership of Work Product" provisions, as outlined in Attachment D—Flow down Provisions.
  
11. **Termination.** JFF, at its sole option, may terminate this Agreement in writing or withhold payments, or both at any time if, in JFF's judgment, (i) Subrecipient dissolves or fails to operate; (ii) Subrecipient fails to meet reporting requirements of the Agreement, (iii) significant leadership, including any key personnel associated with the project, or other changes occur that JFF believes may threaten the completion of Activities; (iii) Subrecipient materially fails to comply with all the terms and conditions included in this Agreement, including any JFF request for further documents or information, (i) JFF is not satisfied with the quality of Subrecipient's progress towards completing the Activities; or (vii) such action is necessary to comply with the requirements of any law or regulation affecting JFF's responsibilities with respect to this Agreement.

If termination occurs prior to the scheduled end date of the Grant Period, Subrecipient shall, upon request by JFF, provide to JFF a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Agreement as of the effective date of termination. Within sixty (60) days after written request by JFF, Subrecipient shall remit all Grant Funds unexpended as of the effective date of termination. A final summary report of project status shall be delivered to JFF on an agreed-upon date between Subrecipient and JFF. Subrecipient agrees that the final report shall

provide information on work-in-progress—finished or unfinished—and incorporate all data, intermediate products, studies, and reports assembled or prepared by Subrecipient for purposes of this Agreement.

12. **Force Majeure.** JFF is not liable for failure to perform any of its obligations insofar as it can prove (a) that the failure was due to an impediment outside its control, (b) that it could not reasonably be expected to have taken the impediment, and its effects upon its ability to perform, into account at the time of the signing of this agreement; and (c) that it could not reasonably have avoided or overcome it or at least its effects.
13. **Confidentiality.** Subrecipient shall follow the “Nondisclosure/Non-Use of Confidential Information” provision, as outlined in in Attachment D—Flow down Provisions.
14. **Indemnification.** Each party (an Indemnifying Party) shall defend, indemnify, and hold harmless the other party and its directors, officers, employees and agents, and their respective successors, heirs, and permissible assigns (collectively, Indemnitees) against any and all liability, loss, or expense (including reasonable attorneys’ fees and expenses of litigation whether incurred in the defense of a third party claim or a claim to enforce this provision), and other damages (Losses) that may be incurred by or imposed upon the Indemnitees, or any of them, in connection with any claim, suit, demand, action, or judgment arising out of the following: (a) any breach by the Indemnifying Party of any representation or warranty made by it; (b) the Indemnifying Party’s failure to perform any obligation in this Agreement; (c) any claim that any materials provided by the Indemnifying Party to an Indemnitee infringes or misappropriates the right of any third party; and (d) and solely with respect to a Subrecipient, any subgrant or re-grant of any right or obligation under this Agreement without JFF’s prior consent.
15. **Limitation of Liability.** In no event shall either party be liable to the other party for any losses or damages incurred during performance of the award or for any incidental, consequential, indirect or punitive damages (including but not limited to lost profits, business revenue, goodwill or anticipated savings), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.
16. **Primary Contacts; Notices.** The parties designate the individuals identified below as their primary contacts responsible for monitoring the Activities.

Any notice, report, consent, or other communication required or permitted to be given hereunder shall be in writing and shall be given by delivering such notice in person, by registered or certified United States mail, recognized overnight delivery service, or by electronic mail, and shall be given when received at the following addresses of the parties hereto:

**For JFF:**

**Catherine Ward**  
Jobs for the Future, Inc.  
50 Milk St., 17th Floor, Boston,  
Massachusetts 02109  
E-mail: [cward@jff.org](mailto:cward@jff.org)

**For Subrecipient:**

**Julia Dozier**  
Chabot-Las Positas Community  
College District 7600 Dublin Blvd,  
3<sup>rd</sup> Floor, Dublin, CA 94568.  
E-mail: [jdozier@clpccd.org](mailto:jdozier@clpccd.org)

Either party may change its address by notice to the other party.

17. **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder (or under any document delivered pursuant hereto) may be assigned by Subrecipient without the prior written consent of JFF.
18. **Severability.** The provisions of this Agreement are severable. If any individual provision is found to be unenforceable, the remainder of the Agreement shall remain in force.
19. **Incorporation by Reference.** The following appendices are incorporated into this Agreement by reference: Attachment A—Scope of Activities; Attachment B— Schedule of Disbursements and Reports; Attachment C—Eligible Occupations and Industries; Attachment D—Flow down Provisions.
20. **Alteration or Waiver.** This Agreement may be amended or modified only by a written instrument signed by the parties. No provision of this Agreement may be waived without a written instrument signed by the waiving party.
21. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.
22. **Conflict of Interest.** Subrecipient asserts that to their knowledge, there is no conflict of interest or a cause of action under 48 CFR 52.203-7 Anti-Kickback Procedures involving the subrecipient and further certifies that:
- a. No Jobs for the Future official or employee or Jobs for the Future employee's immediate family member has an ownership interest in Subrecipients' company or is deriving personal financial gain from this contract.
  - b. No Jobs for the Future official or employee's immediate family member has an ownership interest in subrecipient's company or is deriving personal financial gain from this contract.
  - c. No retired or separated Jobs for the Future official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in subrecipient's company.
  - d. No Jobs for the Future official or employee is contemporaneously employed or prospectively to be employed with the Subrecipient.
  - e. Subrecipient has not and will not provide gifts, hospitality, gratuities or monetary amounts of any dollar value to any Jobs for the Future official, employee, representative or consultant to obtain or maintain a contract.

If subrecipient does have a relationship with a Jobs for the Future official, employee, an immediate family member of a Jobs for the Future official or employee, representative or consultant that may be inconsistent with the above, subrecipient agrees to report said conflict to key personnel listed in Section 16 upon execution of contract.

23. **Entirety of Agreement.** This Agreement with its attachments and references contains the entire understanding between the parties and supersedes any prior understandings, representations, agreements, or arrangements, written or oral, between them concerning the subject matter of this Agreement.
24. **Compliance with Law; Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws, and any action arising under

this Agreement must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized representative.

\_\_\_\_\_  
**For Jobs for the Future, Inc.**

\_\_\_\_\_  
**For Chabot-Las Positas Community College District  
DBA Chabot College and/or Las Positas College**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A - Scope of Activities**

### **Chabot-Las Positas Community College District Prologis Community Workforce Initiative Phase II October 1, 2021 to May 31, 2023**

#### **I. Overview**

Prologis, in partnership with JFF, is redefining workforce development for the warehousing and logistics industry. By building and investing in the latest learning and development tools and working in deep partnership with community-based organizations and local workforce development agencies, Prologis is establishing a sustainable pipeline of talent for its customers while creating economic opportunity in the communities where it operates: the Community Workforce Initiative (CWI; “the Initiative”).

#### **II. Performance**

Through participation in this project, Subrecipient (the “CBO”) will engage in a range of activities to provide training, coaching, and job placement in the transportation, distribution and logistics (TDL) industry in support of CWI. These include

##### **1. *Learning Platform Review & Administrator Training***

Subrecipient is encouraged to review the learning platform content as soon as possible in order to effectively describe the learning opportunity to interested participants and support their completion once enrolled. JFF will provide free access to all learning platform content upon request.

Subrecipient will identify learning platform administrators who will be responsible for enrolling and supporting participants in the learning platform. JFF will coordinate a timely administrator training session for these individuals to prepare them to execute key functions within the learning platform prior to program launch. Administrator training sessions may or may not include participants from other CWI sites.

##### **2. *Regional Mobilization Campaigns & Learner Enrollment***

Subrecipient will coordinate the dissemination of regional mobilization campaigns (including digital media and print marketing) in partnership with JFF and Prologis Mobilization Team and report to JFF on recruitment efforts on a monthly basis.

Subrecipient will develop a plan for engaging learners via the Signal Vine two-way messaging platform or an alternative platform or approach subject to JFF approval.

Subrecipient will begin enrolling eligible participants in the learning platform within 30 days of executing this agreement. Learners must live primarily in the Subrecipient’s designated market area to be eligible.

Subrecipient agrees to utilize only approved marketing templates to conduct public-facing marketing through print flyers, mass email marketing, social media and other channels.

Enrollment targets are defined below under Attachment B.

##### **3. *Completion Support***

Subrecipient will provide sufficient coaching and/or instructional supports to participants to achieve minimum completion objectives. Subrecipient will allocate additional resources (personnel, expertise, activities, etc.) towards ensuring participant success, with a goal of a 1:1 in-kind match with the total value of this Subaward.

Subrecipient will work with JFF to develop an engagement plan leveraging known best practices in learner support, as well as technology solutions such as Signal Vine provided by JFF.

Completion rate targets are defined below in Attachment B.

#### **4. Job Placement**

Subrecipient will support a target number of individuals in achieving job placement within the TDL industry in Subrecipient's market region. Subrecipient will prioritize placing individuals in jobs with Prologis customer organizations, but job placement into any eligible occupation or industry is considered a job placement under this agreement.

Subrecipient is encouraged but not required to enroll participants in the learning platform prior to or concurrent with job placement.

Job Placement performance requirements are defined below in Attachment B. Eligible occupation and industries are defined in Attachment C.

#### **5. Prologis Customer Connections**

In the event that Prologis and JFF facilitate connections with Prologis customer organizations, Subrecipient agrees to follow Prologis guidelines for frequency and nature of contact with Prologis customer representatives; participant referral to Prologis customer businesses; and other guidelines to be communicated via email to Subrecipient and JFF technical assistance.

Subrecipient will participate in Prologis-organized regional recruitment efforts such as digital marketing, digital synchronous events, regional in-person events, job fairs, or similar efforts.

#### **6. Technical Assistance**

JFF will provide technical assistance (TA) to Subrecipient through regularly scheduled biweekly, 30-minute coaching meetings conducted via web conferencing or phone. Subrecipient will identify a primary contact to participate in TA coaching and this primary contact will participate in regular coaching meetings with JFF staff, Prologis staff, consultants or subject matter experts as appropriate.

Subrecipient will participate in the CWI Learning Community and in periodic peer learning webinars organized by JFF to address priority topics such as employer engagement, retention support, and other best practices for delivery of learning platform content and placement in TDL industry jobs.

JFF may deliver additional intensive TA to the Subrecipient based on performance criteria defined by JFF and Prologis. In the event that Subrecipient becomes eligible for intensive TA, Subrecipient will participate in additional activities, which may include creating written strategies for achieving performance targets; joining more frequent coaching check-ins with JFF staff or consultants; or engaging with JFF subject matter experts.

#### **7. Reporting & Data Collection**

Subrecipient will provide JFF with historical baseline data on job placement outcomes in the TDL industry dating back to January 1, 2020.

Subrecipient will provide JFF monthly updates on recruitment and job placement activities and outcomes using a tracker tool provided by JFF. Subrecipient will provide monthly grant summary reports following execution of this agreement.

At the conclusion of year one, Subrecipient will submit a year-two implementation plan using a template provided by JFF.

Subrecipient will provide de-identified individual-level data on CWI participants to JFF, and work with JFF to submit institutional review board (IRB) applications and develop data-sharing agreements if required.

Subrecipient will make CWI program staff and participants available for site visits and/or qualitative interviews conducted by JFF researchers and/or contractors.

**Attachment B – Schedule of Disbursements and Reports**

**Chabot-Las Positas Community College District  
Prologis Community Workforce Initiative Phase II  
October 1, 2021 to May 31, 2023**

This is a performance-based contract. After an initial capacity-building grant, subrecipient will be compensated based on achieving performance targets defined in the table below, which enumerates performance across three categories of activity: enrollment, completion and job placement, defined as follows:

- Enrollment: a participant creates an account on the learning platform
- Completion rate: the average number of completed courses divided by the total number of enrolled learners at the time of invoicing
- Job placement: a participant begins employment in an eligible occupation or industry as defined in Attachment C.

<b>Payment Date</b>	<b>Total Payment Amount</b>	<b>Itemized Payment</b>	<b>Performance Milestone</b>
<b>Upon Execution</b>	<b>\$50,000</b>		Execute contract
<b>January 1, 2022</b>	<b>\$25,000</b>	\$6,250	150 Cumulative New Enrolled Learners
		\$6,250	Course completion rate of 3
		\$12,500	75 Cumulative Job Placements
<b>June 1, 2022</b>	<b>\$25,000</b>	\$6,250	225 Cumulative New Enrolled Learners
		\$6,250	Course completion rate of 4.4
		\$12,500	135 Cumulative Job Placements
<b>January 1, 2023</b>	<b>\$62,500</b>	\$25,000	Submit a year-two implementation plan
		\$6,250	400 Cumulative New Enrolled Learners
		\$12,500	Minimum Course completion rate of 4.8
		\$18,750	200 Cumulative Job Placements
<b>May 15, 2023</b>	<b>\$37,500</b>	\$6,250	500 Cumulative New Enrolled Learners
		\$12,500	Minimum Course completion rate of 5
		\$18,750	250 Cumulative Job Placements
<b>24 Month Total</b>	<b>\$200,000</b>		<b>500 Cumulative New Enrolled Learners</b>
			<b>Minimum Course completion rate of 5</b>
			<b>250 Cumulative Job Placements</b>

**Weighted Outcomes Proration Formula**

With a goal of meeting all milestones, in the event that Subrecipient does not meet milestone for Job Placements, JFF will prorate the performance payment total using the itemized value of each type of performance listed above using actual performance figures.

0-50% of Performance	50% of Itemized Payment
51-60% of Performance	60% of Itemized Payment
61-70% of Performance	70% of Itemized Payment
71-80% of Performance	80% of Itemized Payment
81-90% of Performance	90% of Itemized Payment

Over 90% of Performance	100% of Itemized Payment
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In the event that Subrecipient does not meet the job placement milestone target for any payment period, Subrecipient will be eligible to recoup missed performance targets at a later payment period, so long as (1) the total performance payments do not exceed the maximum performance total defined in the table above; and (2) performance occurs within the period of performance for this agreement.

**Attachment C – Eligible Occupations and Industries**

**Chabot-Las Positas Community College District  
Prologis Community Workforce Initiative Phase II  
October 1, 2021 to May 31, 2023**

Subrecipient will place participants in either

- (a) eligible TDL occupations as defined below, regardless of industry; or
- (b) in any occupation within eligible TDL sectors, as defined below.

Occupation	13-1081.00	Logisticians
Occupation	13-1081.02	Logistics Analysts
Occupation	13-1081.01	Logistics Engineers
Occupation	11-3071.00	Transportation, Storage, and Distribution Managers
Occupation	43-3021.00	Billing and Posting Clerks
Occupation	43-5011.00	Cargo and Freight Agents
Occupation	43-5011.01	Freight Forwarders
Occupation	53-1041.00	Aircraft Cargo Handling Supervisors
Occupation	53-1021.00	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand
Occupation	53-1031.00	First-Line Supervisors of Material-Moving Machine and Vehicle Operators
Occupation	53-3032.00	Heavy and Tractor-Trailer Truck Drivers
Occupation	53-7051.00	Industrial Truck and Tractor Operators
Occupation	53-7062.00	Laborers and Freight, Stock, and Material Movers, Hand
Occupation	53-3033.00	Light Truck Drivers
Occupation	53-7199.00	Material Moving Workers, All Other
Occupation	53-7064.00	Packers and Packers, Hand
Occupation	53-4099.00	Rail Transportation Workers, All Other
Occupation	53-4013.00	Rail Yard Engineers, Dinkey Operators, and Hostlers
Occupation	43-5081.00	Stockers and Order Fillers
Occupation	43-4151.00	Order Clerks
Occupation	43-3061.00	Procurement Clerks
Occupation	43-5071.00	Shipping, Receiving, and Inventory Clerks
Occupation	43-5111.00	Weighers, Measurers, Checkers, and Samplers, Recordkeeping
Occupation	43-9051.00	Mail Clerks and Mail Machine Operators, Except Postal Service
Occupation	51-9198.00	Helpers--Production Workers
Occupation	53-7121.00	Tank Car, Truck, and Ship Loaders
Sector	48	Transportation and Warehousing
Sector	49	Transportation and Warehousing

Subrecipient will prioritize placing participants with Prologis customer organizations and in roles that provide a living wage, as defined by the MIT Living Wage Calculator (available at <https://livingwage.mit.edu/>), but contract-to-hire employment is eligible.

Seasonal roles do not constitute job placement, except in the case where the placement is part of an individual service strategy (ISS) or equivalent leading to full-time employment at a living wage.

For youth below age 25 at the time of engagement, placement into (a) part-time roles, (b) paid internships or (c) full-time postsecondary programs of study, provided that any such placement is aligned with eligible roles or within eligible sectors, each constitutes job placement under this agreement. Subrecipient must demonstrate that any postsecondary enrollments are meaningfully aligned with the TDL industry.

## Attachment D – Flow down Provisions

### **Chabot-Las Positas Community College District Prologis Community Workforce Initiative Phase II October 1, 2021 to May 31, 2023**

1. Prologis, as CWI sponsor, pledges a donation in the amount to be identified in the CWI Agreement to be provided pursuant to the terms of the CWI Agreement.
2. Any taxes or withholding obligations that may arise in any jurisdiction in respect to the CWI Agreement and any payments made hereunder are solely the responsibility of the CBO.
3. In consideration for the grant, the CBO will recognize Prologis as the CWI sponsor and partner in the collaborative effort.
4. Prologis shall not be obligated to provide any additional funding without its approval and consent.
5. The CBO shall institute data collection and evaluation efforts to monitor program performance, and will submit monthly outcomes reports to JFF through JFF defined reporting systems and measures.
6. The CBO will also agree to promote the name Prologis in all program-related promotional material as a funder of the program, cooperate with JFF in its marketing and promotional efforts and allow JFF and Prologis to review and approve public communications relating to the program or use of the Prologis name prior to disclosure. The CBO and JFF will collaborate on the overall design and branding of the program.
7. Prologis at its sole discretion may request JFF terminate the CWI Agreement and all rights and benefits of the CBO hereunder, including if Prologis determines in its reasonable and good faith opinion that circumstances have changed such that the program would adversely impact the reputation, image, mission or integrity of Prologis in the event of a continued association with the program.
8. In administering the Program under the CBO Agreement, the CBO warrants that he or she will act in conformance with prevailing ethical standards applicable to the CBO's conduct including, but not limited to the customs and practices of persons and entities engaged in similar activities.
9. Prologis and any of its affiliates shall be held harmless from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the CWI Agreement.
10. The CBO shall comply with all local, state or Federal laws and regulations regarding the use of Gift provided by Prologis.
11. Except as provided herein, the CBO acknowledges and agrees to not make any representations, warranties, or guarantees of performance to any third party with respect to Prologis. The CBO shall not disparage Prologis at any time in administering the Program.
12. JFF shall have the right to review and inspect activities conducted and information and materials collected pursuant to this Agreement, including reports, data, contact logs, donor reports, scripts, drawings, drafts, studies, communications, estimates, computations, and other materials prepared by or for the CBO.
13. The CBO shall maintain and make available for the inspection of JFF or its duly authorized representative at reasonable times appropriate accounting records and other evidence of costs incurred in connection with the CWI Agreement. The CBO shall retain such records for three years from the date of final payment or until all disputes arising under this Agreement have been resolved.
14. The CBO may only after advanced notice and approval by Prologis use the names, likenesses and images of the Prologis or any trade name, trademark, service mark, symbol, or logo, or any abbreviation, contraction or simulation thereof (the "Marks") provided by Prologis in photographic, audiovisual, digital or any other form of medium and to use, reproduce, distribute, exhibit, and publish the Marks including in brochures, website postings, informational and marketing materials, and reports and publications describing the program.

### **Marketing, Communications and Co-Branding**

JFF will lead the overall marketing and communications for BAOO in the Bay Area, coordinating with the supporting partner, JVS, SkillUp, and Opportunity@Work. JFF will lead the development and must approve

all marketing and communications of BAOO-specific materials. SkillUp will lead the development and must approve all marketing and communications for the SkillUp Coalition for the relevant region. Opportunity@Work will lead the development and must approve all marketing and communications for Stellarworx for the relevant region. JFF, SkillUp and Opportunity@Work commit to the timely review and approval of marketing and communications related reviews and requests.

The supporting partner collaborates with all local partners, funders, and sponsors to establish and promote BAOO, SkillUp's local brand and Opportunity@Work, reflective of the needs of the local partnership. This includes, but is not limited to, media outreach, press advisories and announcements, events, marketing materials, collateral, and advertising.

The supporting partner will:

1. Utilize and review SkillUp's marketing materials (web pages, mobile app, marketing, advertising, social content, merchandise). Utilize SkillUp's official local program name.
2. Utilize and review Opportunity@Work's marketing materials (web pages, marketing, advertising, social content, merchandise).
3. Collaborate on any/all media outreach in the region (pitches, press releases, advisories). Work together on pitches for interviews and provide availability of staff, participants, and/or partners with any outreach to media outlets.

**Ownership of Work Product.** It is understood that the supporting partner retains ownership of its pre-existing materials and intellectual property that will be used in the performance of the Services or the preparation of any work product under this agreement. The supporting partner hereby grants to JFF an irrevocable, nonexclusive, worldwide, royalty-free, and unrestricted right and license to use any such pre-existing intellectual property incorporated into the work product prepared by the supporting partner in the performance of the services under this agreement, and any work product based upon, derived from or incorporating the final product.

The supporting partner agrees that any work product prepared by the supporting partner in performance of the services under this agreement, including but not limited to reports, data, manuals, pamphlets, methods, and articles of any kind, are works made for hire for the benefit of JFF, except for the work products focused exclusively on SkillUp and Opportunity@Work as noted below. Notwithstanding the forgoing, the supporting partner further agrees that any other work product first created or developed in the performance of the Services under this agreement shall be proprietary to JFF, and the supporting partner hereby assigns to JFF all right, title, and interest, including any intellectual property rights in and to the work product.

For Work Products focused exclusively on SkillUp, as between SkillUp and the supporting partner, all of the supporting partner's work product, including without limitation, works of authorship, designs, reports, and analyses, (whether or not ultimately used by SkillUp) created in relation to the activities described hereunder and in whatever stage of completion ("Work Product") shall constitute a work-made-for-hire as defined under US copyright law with sole and exclusive ownership vesting in SkillUp. If for whatever reason any Work Product does not constitute a work-made-for hire, the supporting partner hereby irrevocably assigns to SkillUp all right, title and interest in and to such Work Product, including without limitation, all intellectual property rights. In addition to the foregoing, the supporting partner acknowledges and agrees that (i) it shall not be entitled to any compensation beyond that specifically provided herein in connection with any such assignment; and (ii) it shall execute any further documents necessary to effect such assignment and the registration of SkillUp's rights in the Work Product. The supporting partner shall enter into any agreements with any employees or subcontractors providing any services such that SkillUp shall own all intellectual property rights in the Work Product as set forth in herein. In addition, to the extent that the supporting partner incorporates any pre-existing work product in the Work Product, it hereby grants to SkillUp a perpetual, irrevocable, worldwide, royalty free, license (with sublicense rights) to fully use (including exercising any copyright rights) in such pre-existing work product in connection with the Work Product. This paragraph shall survive expiration or earlier termination of this Agreement.

For Work Products focused exclusively on Opportunity@Work, as between Opportunity@Work and the supporting partner, all of the supporting partner's work product, including without limitation, works of authorship, designs, reports, and analyses, (whether or not ultimately used by Opportunity@Work) created in relation to the activities described hereunder and in whatever stage of completion ("Work Product") shall constitute a work-made-for-hire as defined under US copyright law with sole and exclusive ownership vesting in Opportunity@Work. If for whatever reason any Work Product does not constitute a work-made-for-hire, the supporting partner hereby irrevocably assigns to Opportunity@Work all right, title and interest in and to such Work Product, including without limitation, all intellectual property rights. In addition to the foregoing, the supporting partner acknowledges and agrees that (i) it shall not be entitled to any compensation beyond that specifically provided herein in connection with any such assignment; and (ii) it shall execute any further documents necessary to affect such assignment and the registration of Opportunity@Work's rights in the Work Product. The supporting partner shall enter into any agreements with any employees or subcontractors providing any services such that Opportunity@Work shall own all intellectual property rights in the Work Product as set forth in herein. In addition, to the extent that the supporting partner incorporates any pre-existing work product in the Work Product, it hereby grants to Opportunity@Work a perpetual, irrevocable, worldwide, royalty free, license (with sublicense rights) to fully use (including exercising any copyright rights) in such pre-existing work product in connection with the Work Product. This paragraph shall survive expiration or earlier termination of this Agreement.

**Nondisclosure/Non-Use of Confidential Information.**

The supporting partner, JFF, SkillUp, and Opportunity@Work shall not directly or indirectly disclose (or use for any purpose other than the provision of Services to Contracting Agency) to any person at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to any other Party, including but not limited to information marked as confidential in writing or orally, student aggregated and personally identifiable information, donor lists and prospects, contacts, financial data, business opportunities for new or developing business, plans and models, trade secrets, personal information relating to its employees and consultants, or any other information which reasonably would be known to constitute confidential or proprietary information. The Parties expressly acknowledge that the breach of the provisions of this Section by the disclosing Party could result in irreparable harm to the other Parties, and therefore the other Parties shall be entitled to seek injunctive or other equitable relief in the event of a breach or suspected breach. The provisions of this Section shall survive termination of this Agreement.

**Data Ownership and Use.** As between the supporting partner, SkillUp, and Opportunity@Work, SkillUp shall own all rights in any SkillUp participant data generated, developed or collected in connection the conduct of the activities hereunder, whether in individual or aggregated form, and the Supporting partner shall treat such data as "Confidential information" as described above. SkillUp acknowledges that data collected in coordination with other agencies, wherein its use is governed by state or federal policies that establish prior ownership, shall supersede the data sharing agreement established herein. To the extent that any activities hereunder involve the collection and use of participant personally identifiable information, the parties shall work collaboratively to develop appropriate privacy and data security policies and practices. This paragraph shall survive expiration or earlier termination of this Agreement.