

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Delmock Technologies, Inc.**  
**And**  
**The Digit All Systems, Inc.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made on the 3<sup>rd</sup> day of January 2017 between **Delmock Technologies, Inc.** (DTI) an Information Technology company that resides at 1213 Hollins Street, Baltimore, MD 21223 and **Digit All Systems, Inc.** (DAS) a not for profit 501c (3) organization with a mailing address of 512 Orchard Street, Baltimore, MD 21201 hereinafter jointly referred to as "the Parties" and singularly as "Party".

WHEREAS DTI desires to collaborate with DAS focused on (1) Providing support for DAS cyber security training and certification graduates living in HUBZone locations; (2) To create a pipeline leading to employment opportunities for a select group of highly talented Program graduates. (3) To lend technical assistance to mutually beneficial projects and other funding training program pursuits.

WHEREAS DAS desires to place its graduates in cyber security jobs solving real-world problems.

**1. Introduction**

This Memorandum of Understanding ("MOU") reflects the mutual intention and understanding of DTI and DAS to collaborate in the areas of cyber security talent development and placement.

**1.1 Delmock Technologies, Inc.**

DTI is a HUBZone IT services firm headquartered in South Baltimore (neighborhood known as "PigTown"), a historical neighborhood in the center of Baltimore City. DTI satisfies customers' needs through a three-tier service model of: Delivering Indispensable Personnel; Using Enduring Best-Practices; and Providing Vital IT Tools.

Established in 2001, DTI has successfully received its Small Business Disadvantage Business (SDB) and HUBZone certifications via the US Small Business Administration. Additionally, DTI is Capability Maturity Model Integration Level 3 Certified (CMMI) appraised, administered and marketed by Carnegie Mellon University and required by many U.S Government contracts. DTI also remains certified as a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE) in Custom Computer Programming Services and Computer Systems Design Services with the Maryland Department of Transportation.

**1.2 Digit All Systems, Inc.**

DAS expands technology education to residents in Baltimore, with a keen focus on socio-economically disadvantaged populations. Without a working knowledge of technology, many are in danger of being left behind educationally & financially. DAS provides workforce development training by equipping individuals with skills needed to maximize in demand information technology (IT) career opportunities. Each certificate program is designed to train students in the knowledge and abilities that today's employers need. DAS programs create real value for its students by combining high quality education with authentic hands-on training from experienced IT engineers. All the courses prepare students for professional

certification tests and more advance courses. Once introduced and familiarized with technology, students have the opportunity, through DAS' courses, to gain the most in-demand technology knowledge and professional certifications.

DAS is a Maryland non-profit 501c3 committed to bridging the digital divide and bringing the benefits of expanding technology to everyone. It was founded in September 1998 and has since served more than 10,000 students, certifying over 600 students. DAS Corporation's training facility is situated in an underserved urban community, within the city of Baltimore.

It is the intention of the parties that this MOU shall be construed reasonably to support equally all parties involved and shall not be construed narrowly or technically to secure undue advantage for any party.

## **2. AREAS OF COOPERATION**

The **primary purpose** of this collaboration is to provide tangible employment opportunities to trained and certified cyber security professionals who reside in HUBZone areas in and around Baltimore City.

**2.1** This MOU presents areas of cooperation between DTI and DAS.

**2.2** The focus on which DTI and DAS initially agree to cooperate is on the following objectives:

- A. DAS will continue to train and certify Baltimore city HUBZone residents for cyber security job opportunities identified locally.
- B. DTI will identify placement opportunities, on a case-by-case basis for selected DAS graduates

**2.3** In general, both Parties agree to cooperate in the following areas of:

- A. Identify workforce opportunities for DAS graduates.
- B. Broaden DTI's workforce base of cyber security professional.

## **3. ARRANGEMENTS AND ADMINISTRATION**

**3.1** Both Parties through representatives will jointly administer this collaboration. Both Parties may appoint representatives for each of the areas of cooperation to execute the activities so agreed.

**3.2** Representatives from either Party may lead, drive, manage or oversee an area of cooperation on a mutually agreeable basis. The representatives may meet as and when necessary in person, by proxy or through electronic methods, to review progress in the implementation of the agreed arrangements, define new areas and programs of cooperation and collaboration, as well as discuss matters related to the MOU.

**3.3** Neither of the Parties will have the power to bind any other Party without such other's consent in writing thereto.

## **4. FUNDING**

**4.1** The financial arrangement relating to each project will be in accordance with the specific agreement covering the project.



4.2 The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to the Project will be borne by the Party who incurs such expenses.

4.3 Both Parties may either jointly or severally upon mutual agreement, carry out applications to funding agencies, respective national agencies, industry and any other reputable sources of funding.

## **5. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

5.1 Any inventions or discoveries made under this MOU by personnel affiliated with DTI shall belong to DTI.

5.2 Any inventions discoveries made under this MOU by personnel affiliated with DAS shall belong to DAS.

5.3 The terms with respect to title and exploitation of intellectual property, including trademarks and service marks, copyrights, patent designs and confidential information on the subject of such intellectual property, inventions and innovations will be negotiated on a project-by-project basis in the specific project agreements, subject to the conditions of the sources of funding, if any, for that specific project where applicable.

5.4 Any inventions or discoveries made under this MOU by personnel affiliated with DTI and personnel affiliated with DAS shall belong jointly to DTI and DAS.

## **6. COMMERCIALIZATION**

6.1 Under the articles of this MOU, both Parties agree to jointly pursue commercialization, with first rights of refusal over a 2-month period, after written notification of the desire to commercialize a particular intellectual property developed jointly under this Agreement. After this period, in the event that either Party is unable to participate in the joint commercialization, the remaining Party is permitted to pursue commercialization independently with or without royalty and/or equity component provisions made available for the refusing Party.

## **7. NON COLLABORATIVE PURSUITS**

7.1 Non-collaborative pursuits made by either Party will not be bound by the Articles of this MOU.

7.2 Other Collaborations initiated by either Party will not bind the other Party unless adequate written notification and consent have been obtained.

## **8. PUBLICATION OF ARTICLES**

8.1 Either Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the reports and findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other periodical, or book, in any media, provided that the Parties have decided, where appropriate, that a joint application for registration of a trademark, service mark or design or an application for a patent will be made, such an article will not be published until the said application has been made. A copy of the article shall be provided prior to publication to the Party whose written consent is required hereunder for that Party's perusal and written consent.

## **9. CONFIDENTIALITY**

**9.1** Neither of the Parties shall, at any time, disclose to any third party, any confidential information/ proprietary Information of the other Party, which is acquired pursuant to this MOU without the prior written consent of the other Party.

## **10. PRESENTATION TO THE PUBLIC**

**10.1** It is hereby covenanted and agreed that DAS shall not make any use of the name DTI or any of the colleges, schools or departments contained therein in any campaign of advertising, or in any commercial or promotional manner whatsoever, without the express written permission of DTI.

## **11. AMENDMENTS**

**11.1** This MOU may only be extended, renewed or otherwise amended by the written consent of the parties.

## **12. TERM OF MOU**

**12.1** This MOU shall commence on the date of its execution by the Parties and shall remain in force for a period of **five years**.

## **13. TERMINATION**

**13.1** Either of the Parties may terminate this MOU by written notification to the other Party in writing of its desire to terminate.

**13.2** The termination of this MOU will not affect the implementation of the projects or programs or areas of cooperation established under it prior to such termination, unless the specific projects or programs are also explicitly terminated under the terms and conditions of the project(s).

**13.3** The provisions of the relevant Articles in this document, including Articles 5, 6, 8, 9 and 15 shall survive termination of this MOU howsoever caused.

## **14. EXTENSION**

**14.1** This MOU may be extended by written agreement of both Parties.

## **15. DISPUTE RESOLUTION**

**15.1** Any disputes arising under or in connection with this MOU shall be settle by negotiation and application of alternative dispute resolution techniques to the maximum extent practicable.

**15.2** In the event a disagreement arise DTI and DAS shall enter into discussions in good faith and in a timely and cooperative manner to seek resolution.

## **16. NON-BINDING NATURE OF THE MOU**

**16.1** Despite the statements and obligations expressed herein, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

## **17. ENTIRE AGREEMENT**

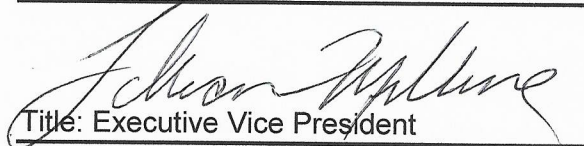
**17.1** This Agreement is the entire agreement between the parties hereto which supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement.

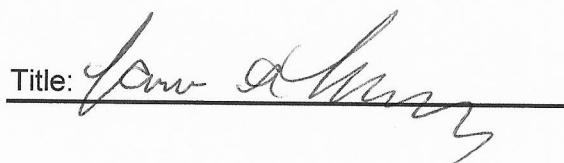
Signed for and on behalf of Delmock Technologies, Inc.

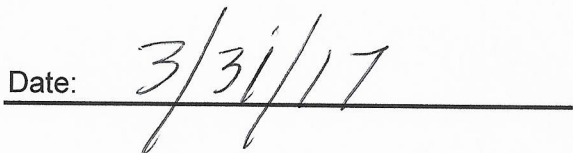
Signed for and on behalf of Digit All Systems, Inc.

Name: Lily Milliner

Name: Lance Lucas

  
Title: Executive Vice President

Title: 

Date: 

Date: 