



MEMORANDUM OF UNDERSTANDING
Between
The Juxtapia Group, Inc.
By
Delmock Technologies, Inc.
for
The Juxtapia® Urban Innovation and Cooperative
Entrepreneurship (JUICE) Clubs

This MEMORANDUM OF UNDERSTANDING ("MOU") is made on the 11 day of March 2016 between **Delmock Technologies, Inc.** an Information Technology company that resides at 1213 Hollins Street, Baltimore, MD 21223 and **The Juxtapia Group, Inc.** a not for profit 501c(3) organization with a mailing address of 1101 East 33rd Street, Suite B303 Baltimore, MD 21218 at its *Juxtapia® Urban Innovation and Cooperative Entrepreneurship (JUICE)* Lab hereinafter jointly referred to as "the Parties" and singularly as "Party".

WHEREAS **Delmock Technologies, Inc.** desires to collaborate with The Juxtapia Group, Inc. focused on (1) Providing support for eligible Juxtapia® Apprentice members of JUICE Clubs who work and live in HUBZone locations; (2) Help to evaluate the engineering, technology, and workforce readiness proficiency of JUICE Club members; (3) Help to prepare Juxtapia® Apprentices for security clearance; (4) Collaborate on the information technology development & infrastructure of JUICE Clubs and JUICE Companies.

WHEREAS **The Juxtapia Group** desires to distribute JUICE Clubs in high schools where Juxtapia® Apprentices work on real-world products for JUICE Companies; and collaborate with Delmock where each JUICE Clubs resides in a HUBZone.

1. Introduction

This Memorandum of Understanding ("MOU") reflects the mutual intention and understanding of Delmock Technologies, Inc. and The Juxtapia Group, Inc. to collaborate to complete technology related products leveraging their respective strengths.

1.1. JUICE Club

A Juxtapia® Urban Innovation and Cooperative Entrepreneurship (JUICE) Club provides training to elementary, middle, and high school age youth to achieve measurably proficient engineering, workforce, and "urban" entrepreneurship skills. A JUICE Club location may select one or more STEM disciplines on which it would like its students trained ranging from aerospace and biomedical to electrical, mechanical, and software engineering. Following rigorous training through Juxtapia® Academy, students are prepared to assist the operation of a JUICE Club while, at the same time, work as apprentices for a JUICE company. Each JUICE Club is administered and continuously evaluated by the Maryland 501c3 non-profit organization, The Juxtapia Group, Inc.



1.2. Delmock Technologies, Inc. (DTI)

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 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 software development 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.

1.3. The Juxtopia Group, Inc.

The Juxtopia Group, Inc. is a Maryland non-profit 501c3 organization established in 2000. Its mission is improving human performance® in areas of health and learning with science and technology interventions that adapt to individual needs, enhances human performance, and augments human capabilities.

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 improve the engineering/technology proficiency and workforce readiness of young Juxtopia® Apprentices that conduct their apprenticeship operations from JUICE Clubs in high-schools throughout Baltimore, Maryland that: (1) Serve a majority minority population underrepresented in science, technology, engineering, and math (STEM); (2) Where compensated JUICE Club members live and work in HUBZones; and (3) Prepare the JUICE Club members to secure high-security clearance.

2.1. This MOU presents areas of cooperation between The Juxtopia Group, Inc. and Delmock Technologies, Inc..

2.2. The focus on which The Juxtopia Group, Inc. and Delmock Technologies, Inc. initially agree to cooperate is on the following measurable objectives:

A. Advance Juxtopia® Engineers in Training (JET) Apprentice's Proficiency in Engineering & Technology.

- i. Improve pre-college electrical, mechanical, and software engineering proficiency.
- ii. Expose to formal engineering standard and processes (e.g. CMMI)
- iii. Evaluate engineering proficiency on each JUICE Club product on which JETs work.

B. Prepare JET for Workforce Readiness

- i. Prepare JETs for security clearance.
- ii. Early expose JETs to payroll and timesheet operations.



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

- A. Provide workforce opportunities for JETs that allow them to complete work related tasks inside JUICE Clubs.
- B. Collaborate on funding to grow a sustainable infrastructure that satisfy the MOU objectives.
- C. Meet to define a list of tool that help to automate processes to ascertain process efficiency.

2.4. The Juxtapia Group agrees to provide the following support under this MOU:

- A. Train JETs in engineering and technology through Juxtapia® Academy.
- B. Secure JUICE Clubs at target high-schools that satisfy the aforementioned criteria.
- C. Provide engineering and technology mentor to support the completion of assigned tasks.
- D. Provide proficient JETs with jobs at JUICE Companies after graduating from high-school.

2.5. Delmock agrees to provide the following support under this initiative:

- A. Compensate JETs who demonstrate proficiency in their chosen engineering and technology discipline.
- B. Train on CMMI level software engineering.
- C. Coach and pre-qualify for high-security clearance.
- D. Promote and encourage students' practice of the 21st Century skills to gain a deeper understanding of how science and engineering work in the real business-world environment.

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 in order to carry out 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 Delmock Technologies, Inc. shall belong to Delmock Technologies, Inc.
- 5.2. Any inventions discoveries made under this MOU by personnel affiliated with The Juxtopia Group shall belong to The Juxtopia Group.
- 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 Delmock Technologies and personnel affiliated with The Juxtopia Group shall belong jointly to Delmock Technologies and The Juxtopia Group.

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 The Juxtopia Group, Inc. shall not make any use of the name of Delmock Technologies 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 Delmock Technologies.

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 that a disagreement arises, Delmock Technologies and Juxtopia Group 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 The Juxtopia Group, Inc.

Name: Lily Milliner

Name: Jayfus Doswell, PhD

Title: Executive Vice President

Title: Chairperson

Date: 3/15/16

Date: 3/15/2016