

Memorandum of Understanding

To: Thomas Webb, City of Lexington
From: Michael Schmitz, ICLEI USA
Date: February 25, 2014
Re: Green Business Challenge Implementation Pack Partnership

ICLEI-Local Governments for Sustainability USA is working with Office Depot and GreenPSF (the ICLEI Team) to deliver a package of resources for communities implementing a Green Business Challenge. ICLEI's Green Business Challenge (GBC) program has helped more than 18 communities across the U.S. pursue their goals to improve community sustainability, providing a model for public-private partnership, friendly competition, recognition, and supporting tools and technical assistance. Through the Implementation Pack, select cities or their local implementing partners will receive software, technical assistance, in-kind gift cards, and event funding to carry out a GBC.

GBC Implementation Pack recipients will be receiving the equivalent of \$20,000 in cash and in-kind sponsorship from Office Depot including the following four components:

- ICLEI technical support and coordination (\$5,000 equivalent)
- GreenPSF software license, customization, and support (\$5,000 equivalent)
- \$5,000 cash for event management including venue, food and other event costs associated with 3 events (local GBC launch, greener purchasing training and GBC awards)
- \$5,000 in-kind contribution of Office Depot gift cards to be used for specific purposes during the GBC implementation, including but not limited to printing, marketing, office supplies, green product samples, awards/plaques/stickers for GBC participants.

The ICLEI Team and the City of Lexington (the Parties) agree to the below terms that establish parameters for participation as a GBC Implementation Pack community. This MOU may be amended at any time through mutual agreement of the parties.

I. Obligations for the ICLEI Team

In carrying out this MOU, the ICLEI Team will provide:

- a. Up to 50 hours of ICLEI technical assistance and coordination among the partners.
- b. License, up to 50 hours customization, and training and technical support for use of the Green PSF software tool
- c. \$5,000 cash for event management including venue, food and other event costs associated with 3 events (local GBC launch, greener purchasing training and GBC awards)
- d. \$5,000 in-kind contribution of Office Depot gift cards to be used for specific purposes during the GBC implementation, including but not limited to printing, marketing, office supplies, green product samples, awards/plaques/stickers for GBC participants.

II. Obligations for the City of Lexington

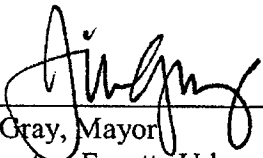
In carrying out this MOU, the City of Lexington will comply with the following terms:

- a. The local GBC will host at least 3 events during which Office Depot will have a prominent role:
 - i. Launch event at the start of the local GBC, where Office Depot will be invited to speak for 5 minutes
 - ii. Greener Purchasing Training that Office Depot will deliver
 - iii. Awards ceremony during which Office Depot will be invited to speak for 5 minutes and co-present the awards with other local dignitaries
- b. Office Depot's \$5000 contribution towards events will be used exclusively for events and primarily for the three events during which Office Depot has a role, namely Launch event, Greener Purchasing training and Awards ceremony.
- c. The \$5,000 in Office Depot gift cards shall be used by the City of Lexington for the specific purposes intended during GBC implementation, including but not limited to printing, marketing, office supplies, green product samples, awards/plaques/ stickers for GBC participants
- d. Office Depot will be recognized as Platinum Sponsor of the local GBC and will receive all benefits eligible to a top sponsor including but not limited to: logo on the local GBC website, mention in local GBC press releases, logo visibility at launch and awards presentations etc.
- e. Office Depot will have limited category exclusivity in the local GBC, and the the City of Lexington will not seek local sponsorship from the major office supply retailers listed below, nor from any other local supplier of office products:
 - Staples
 - OfficeMax
 - WB Mason
 - XpedX
 - Unisource
 - WalMart
 - Target
 - Independent Stationers Inc.
- f. Office Depot will not be asked for incremental sponsorship fees associated with any aspect of the local GBC implementation including but not limited to incremental costs associated with events, GreenPSF software customization, training, local implementation partner fees etc.
- g. ICLEI, Office Depot, and GreenPSF will be prominently acknowledged as partners with logos in all communications where time and space allow.

h. the City of Lexington will consistently describe the local green business challenge program as "part of the national ICLEI Green Business Challenge program," the benefits of which include access to sponsorship opportunities, tools, technical assistance, and networking opportunities with other Green Business Challenge participants.

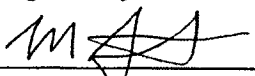
IV. **Term.** The term of this MOU will extend through the conclusion of one, 12-month round of the local Green Business Challenge program, following full execution by the parties; provided, however, that either party may terminate this MOU, in its sole discretion, upon (5) days written notice.

V. **Confidentiality and Non-Disclosure.** The Parties will not disclose confidential information about one another except with prior written consent. Confidential information consists of any information pertaining to property that the Parties learn in the course of their collaboration through this MOU which, if known, would be advantageous to others competing with or doing business with the Parties and/or be disadvantageous to the Parties, regardless of whether or not such information is subject to patent, trademark, service mark, trade secret, copyright or other statutory protection.



Jim Gray, Mayor
Lexington-Fayette Urban County Government

Date Signed: 4/16/14



Michael Schmitz, Executive Director
ICLEI-Local Governments for Sustainability USA

Date Signed: 4/17/2014