
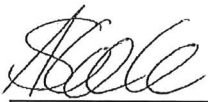


**SMART SPACE DISPLAY EXHIBIT
MEMORANDUM OF UNDERSTANDING (“MOU”)**

Parties	<ul style="list-style-type: none"> • Hamilton City Council at Garden Place, Hamilton (“Council”) • Centre of Information Technology (Wintec) (“the Exhibitor”)
1. Smart Space Project	<p>As part of its Smart Hamilton programme, Council is providing a “Smart Space” with the aim to create and deliver a space where a range of innovative initiatives can have their stories told, be put on display and trialled and tested with the community to seek feedback and identify benefit.</p> <p>The Smart Space is a space for industry and community engagement and will provide a space where the public can come and learn about initiatives, interact with technology and offer feedback. The Exhibitor wishes to be part of the Smart Space Project Round 2 (the “Project”) and has agreed to be bound by the terms of this MOU.</p>
2. Details of Project	<ul style="list-style-type: none"> • The Smart Hamilton programme manager is Chelsey Stewart. • The project manager for the Project (the “Project Manager”) will be Katrina Hamill. This or additional support roles may be amended by the programme manager from time to time. • The physical location of Smart Space is the right hand frontage of the Central library in Garden Place, Hamilton. • The Smart Space itself is a permanent venue with each Project relating to a live Smart Space demonstration running for 3 months (excluding any periods of closure for holidays). A timeline and milestones for the Project are set out in Schedule 1 (as may be amended by the Project Manager from time to time).
3. Responsibilities of Exhibitor	<ul style="list-style-type: none"> • The Exhibitor will: <ul style="list-style-type: none"> ○ work with the Project Manager and other Council staff to develop suitable display content that reflects the intent and purpose of the Space as a community engagement tool. ○ comply with any guidelines notified by the Project Manager in relation to the branding, marketing and advertising of the Project and will not bring the Project, or Council into disrepute; ○ comply with the Health and Safety at Work Act 2015 and all relevant health and safety legislation and regulations at all times while participating in the Project; ○ indemnify the Council for any liability incurred as a result of the Exhibitor’s breach of the Privacy Act 1993 ○ actively engage and co-operate with: <ul style="list-style-type: none"> ▪ the Project Manager, Council and other Exhibitors or delivery partners connected with the Project, including to overcome any challenges or issues that are uncovered during trialling and/or delivery of the Project; ▪ other stakeholders to the Project as the opportunity arises such as business owners, Iwi, education groups (University, Wintec, schools) and other interest groups. ○ otherwise comply with all reasonable requests from the Project Manager and instructions from Council in relation to the Project
4. Costs	<ul style="list-style-type: none"> • The Exhibitor will not pay a fee to participate in the Project. However, in consideration for the opportunity to participate in the Project, the Exhibitor agrees that the Exhibit, including display content and any equipment, will be provided by the Exhibitor free of charge, and (except as set out in relation to electricity below) the Exhibitor will cover all of its own costs and expenses incurred relating to the provision of the Equipment and/or Services in accordance with this MOU.

	<ul style="list-style-type: none"> At all times the Exhibitor will retain ownership of and responsibility for any assets included within the Smart Space or used in the Project as part of their display.
5. Responsibilities of Council	<ul style="list-style-type: none"> Subject to the Exhibitor obtaining all necessary consents or other authorisations, Council will provide the Exhibitor with access to the Smart Space. In addition to the above, Council will: <ul style="list-style-type: none"> manage communications regarding the Project with constituents, stakeholders, Council internal staff and elected representatives; champion and facilitate community engagement on the Project; advise on relevant strategic objectives of the Project; manage legislative requirements of the Project, e.g. with respect to bylaws and internal Council regulation to proceed; address all media and community enquiries on the Project; and approve Exhibitor marketing promotional material in relation to the Project prior to release of that material. not put the Exhibitor into disrepute based on the outcomes of the project; supply access to WiFi/Fixed network and Internet access, display screens and other peripheral devices, in the Smart Space if required; and provide a safe place to work in the Smart Space.
6. Termination	<ul style="list-style-type: none"> Council may terminate this MOU on 30 business days' notice in writing to the Exhibitor at any time. Council may terminate this MOU immediately by notice in writing upon: <ul style="list-style-type: none"> the Exhibitor committing a material breach of this MOU which is incapable of remedy or the Exhibitor failing to remedy any remediable material breach of this MOU within 20 business days of written notice; or the Exhibitor commencing any action in relation to its liquidation or insolvency or upon the appointment of a receiver, liquidator, statutory manager or trustee of property in respect of the Exhibitor, or upon an assignment for the benefit of the Exhibitor's creditors, or upon the Exhibitor being unable to pay its debts in the ordinary course of business. Termination of this MOU is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this MOU the Exhibitor will remove any equipment that may have formed part of the display relating to the Project (including as directed by the Project Manager) and reinstate the space to pre-Project condition, fair wear and tear excepted. The Exhibitor may terminate this MOU on 60 business days' notice in writing to the Council at any time.
7. Title and Risk	<ul style="list-style-type: none"> Council does not accept any responsibility or liability to the Exhibitor or any other person for any damage or loss arising from or in connection with the Exhibitor's participation in the Project. Notwithstanding any other provision in this MOU, Council will not be liable in contract, tort, (including negligence), equity, or in any other way whatsoever for any direct or indirect damage, loss, liability, expense, claim or cost incurred by the Exhibitor or any other person in respect of their participation in the Project. By participating in the Project, the Exhibitor waives any rights that it may have to make any claim against Council relating to its participation in the Project. To the extent that liability cannot be excluded, the maximum aggregate liability of Council (including their employees, representatives, agents and advisors) is \$1.

8. Indemnity	<ul style="list-style-type: none"> • The Exhibitor will indemnify Council against all losses, damages, costs (including reasonable solicitor costs), claims and other liabilities which Council may incur or be subject to: <ul style="list-style-type: none"> (a) which may arise out of, or in consequence of, the performance of, any breach by the Exhibitor of any term of this MOU or any negligent or wrongful act or default of the Exhibitor; (b) any liability incurred by Council in respect of injuries to persons or damage to property which may arise out of, or in consequence of the performance of, any acts or omissions of the Exhibitor; and (c) any infringement by the Exhibitor of any intellectual property rights of any third party. • Any loss or damage to Exhibitor property that is eligible for cover under the Council's standard insurance policies will be covered accordingly (for example in the case of fire in the premises).
9. Intellectual Property/ Data	<p>All intellectual property rights in any equipment, exhibit and/or services (and all data from the same) (Exhibitor IP) remains the property of the Exhibitor. However, the Exhibitor grants to Council a non-exclusive, royalty-free licence to modify, use, reproduce and display the Exhibitor IP for the Project.</p> <p>All pre-existing intellectual property rights belonging to Council which may be used in the Project will remain the property of Council.</p>
10. General	<ul style="list-style-type: none"> • The Exhibitor will keep this MOU and all information relating to the Project confidential, except to the extent agreed with the Project Manager. • The Exhibitor is, and shall remain at all times, an independent contractor and is not a servant, employee, agent or partner of Council. • The Exhibitor may not transfer, assign or sub-contract all or any part of its interests or obligations under this MOU without the prior written consent of the Project Manager. • This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
Signing	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  <hr style="width: 80%; margin: 0 auto;"/> <p>On behalf of Hamilton City Council</p> </div> <div style="text-align: right;"> <p>30/9/19 Date</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 20px;"> <div style="text-align: center;">  <hr style="width: 80%; margin: 0 auto;"/> <p>On behalf of Centre for Information Technology (Wintec)</p> </div> <div style="text-align: right;"> <p>Date 25/9/2019</p> </div> </div>

Schedule 1 – Timeline and Milestones

The Project timeline is worked out on Monday to Friday work days and does not account for any public holidays.

The opening days will be Wednesday to Friday, 10am-4:30pm. This will expand as resources allow.

The suggested official launch date for the Smart Space Round 2 has been set to Wednesday 16 October 2019. Exhibitors are welcome to express interest at any time.

Task Name	Duration	Start	Finish
Work with partners and stakeholders to develop use cases and delivery plan	170 days	Mon 1/4/19	Thurs 19/09/19
Prepare space, install smart space technologies and supporting displays	25 days	Fri 20/9/2019	Tues 15/10/19
Official Launch of Smart Space	1 day	Wed 16/10/19	Wed 16/10/19
Stage 2 partner display live in Smart Space	90 days	Wed 16/10/19	Fri 21/2/20
Removal of technologies + reinstatement	5 days	Fri 21/2/20	Tue 25/2/20
Debrief + Lessons Learnt (within 4 weeks)	20 days	Tue 25/2/20	Tue 16/3/20