

**Memorandum of Understanding
Between
SED DevCo, LLC
and
School Board of Orange County, Florida**

The School Board of Orange County, Florida, a political subdivision of the State of Florida, whose address is 445 W. Amelia Street, Orlando, Florida 32801 (hereinafter referred to as “OCPS”) and SED DevCo, LLC, whose address is 400 W. Church Street, Orlando, Florida 32801 (hereinafter referred to as “SED”), each a “party” and collectively, “the parties,” seek to establish a cooperative relationship for the purpose of achieving the various aims and objectives outlined in this Memorandum (the “Project”).

ARTICLE 1: SCOPE OF COLLABORATION

1.1. **General Scope.** Each party may offer to the other opportunities for activities and programs that will foster a collaborative and cooperative relationship to combine and enhance the mentorship and employment opportunities for OCPS students enrolled with the technical college that are interested in transportation, utilities, healthcare, construction (housing, commercial), hospitality and culinary management, information technology and entertainment based careers within and in connection with SED.

1.2. **Specific Activities.** Specific activities and programs implemented as a result of this Memorandum of Understanding shall be subject to availability of funds and the approval of each party’s authorized representatives. The parties contemplate the following activities:

1.2.1. OCPS and SED will meet on a periodic basis with media, public sector officials (such as City of Orlando, Orange County, et al), project vendors and investors in order to support continued development of SED and its affiliate, Social Infrastructure Solutions Company (“SISCO”), for the greater good of the local and agreed upon under-served communities in downtown Orlando.

1.2.2. OCPS and SED will collaborate to develop an educational curriculum program which provides students with multi-disciplinary skills through classroom, internships, pre-apprenticeship and apprenticeship training programs to embark upon successful careers enabled by SISCO and SED. Students selected to participate in this program will be considered based upon defined criteria established and agreed upon by the parties.

1.2.3. The parties will endeavor to collaborate with Valencia College to provide scholarships, and college admission for those students participating in the program to be developed by OCPS, Valencia College, SISCO and SED.

1.2.4. OCPS’s Orange Technical College (OTC) will collaborate with educational partners, to include Valencia College, to explore and develop new articulation agreements and

will seek to refine existing articulation agreements. Valencia College and OTC have an articulation agreement in place which allows for the award of 15 credit hours towards the Culinary Management A.S. degree program or the Culinary Arts Technical Certificate program at Valencia College.

1.2.5. The parties will leverage the strengths of SED and its affiliate eco-system (including the University of Central Florida) to design, develop and operate smart, sustainable and inclusive cities, communities and educational campuses.

1.2.6. OCPS will consider SED and SISCO in the overall development efforts of the school district.

1.2.7. OCPS and SED will evaluate the use of their respective personnel to advance their programs in connection with the socio-economic endeavors of SISCO.

1.3. **Separate Agreements.** Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including any costs or expenses.

ARTICLE 2: RENEWAL, TERMINATION AND AMENDMENT

2.1. **Duration.** This Memorandum of Understanding shall remain in force from the date of the last signature until June 30, 2022. Either party may terminate this Memorandum of Understanding by providing 30 days' notice to the other party consistent with Article 3.2.

2.2. **Extension and Renewal.** The parties may extend or renew this Memorandum of Understanding by agreement, confirmed in a written amendment signed by each party's authorized signatory.

2.3. **Amendment.** No amendment of the terms of this Memorandum of Understanding will be effective unless made in writing and signed by each party's authorized signatory.

ARTICLE 3: GENERAL MATTERS

3.1. **Use of Names.** No party may use the name, logo or indicia of any other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to each party's designee consistent with Article 3.2.

3.2. **Notices.** The parties must give all notices under this Memorandum of Understanding in writing via in person delivery or by certified mail, return receipt requested postage prepaid U.S. Mail or commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

OCPS

Barbara M. Jenkins, Ed.D.
Superintendent
Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801

SED DevCo, LLC.

Anil Kumar
Managing Director
Orlando SED
400 W. Church Street
Orlando, FL 32801

3.3. **Relationship of the Parties.** Nothing contained herein shall be deemed to create an association, partnership, joint venture, employment or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party. The relationship of the parties hereunder shall be as an independent contractor relationship only. No party shall have the power to bind the other party or contract in the name of the other party.

3.4. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.

3.5. **Full Force and Effect.** Except as expressly modified and amended hereby, all terms and provisions of this Agreement shall remain in full force and effect.

3.6. **Assignment.** No Party may assign this Agreement nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.

3.7. **Governing Law and Venue.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall lie in the courts of the Ninth Judicial Circuit in Orange County, Florida.

3.8. **Waiver.** A waiver by any party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

3.9. **Entire Agreement.** This Agreement, together with all exhibits which may be attached hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreements or promise relating to the subject matter of this Agreement which is not contained herein will be binding. This Agreement may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this Agreement.

3.10. **No Establishment of Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the parties hereto.

3.11. **Binding Obligations.** This Memorandum of Understanding is not intended to create any legally binding obligations on any party but, rather is intended to facilitate discussions regarding general areas of cooperation.

3.12. **Authorized Signatures.** Each party represents that the individuals signing this MOU have the authority to sign on the party's behalf in the capacity indicated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

SED DevCo, LLC

Anil Kumar, Managing Director

Date: _____, 2020

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a corporate body
organized and existing under the constitution
and laws of the State of Florida

By: _____
Name: Teresa Jacobs
Title: Chair

Date: _____, 2020

Attest

Barbara M. Jenkins, as its Secretary and
Superintendent