

**MOBILE TECH LAB USER AGREEMENT
DISTRICT OF COLUMBIA’S OFFICE OF THE CHIEF TECHNOLOGY OFFICER**

This is an agreement by and between the District of Columbia Office of the Chief Technology Officer and **[INSERT NAME OF YOUR ORGANIZATION HERE]** for use of the Connect.DC Mobile Tech Lab (MTL). The agreement outlines the expected obligations and use for the MTL for The Office of Unified Communications.

I. RESPONSIBILITIES

[INSERT NAME OF YOUR ORGANIZATION HERE] agrees to provide in-kind services (workshop, sponsor an event, outreach) using the MTL. OCTO agrees to provide in-kind use of the MTL at **[INSERT NAME OF YOUR ORGANIZATION HERE], INSERT ADDRESS OF YOUR EVENT HERE** on **[INSERT DAY, DATE, YEAR OF EVENT HERE]** for **[INSERT NAME OF THE EVENT HERE]** .

Description of Event:

On **INSERT DAY, DATE, YEAR OF EVENT HERE**, the **[INSERT NAME OF YOUR ORGANIZATION HERE]** host an Innovation Day. To go along with Innovation Day activities, the **[INSERT NAME OF YOUR ORGANIZATION HERE]** invited local teens to visit the agency and take part in an app building workshop on the MTL.

Program Date(s) and Location(s):

EXAMPLE:

Tuesday, July 24, 2018, from 10 a.m. to 1 p.m., at the Office of Unified Communications (2720 Martin Luther King Jr. Ave SE, Washington, DC 20032).

[INSERT NAME OF YOUR ORGANIZATION HERE] must confirm the date, location, time of the event(s) at least one week prior to the event date. OCTO reserves the right to cancel the use of the MTL, if the information is not confirmed a week in advance.

[INSERT NAME OF YOUR ORGANIZATION HERE] is responsible for securing parking for the event. If parking cannot be reserved for the vehicle by **[INSERT NAME OF YOUR ORGANIZATION HERE]**, OCTO reserves the right to cancel use of the MTL for the event.

[INSERT NAME OF YOUR ORGANIZATION HERE] will track attendance, and provide OCTO staff with the number of people that used the vehicle during the event(s).

[INSERT NAME OF YOUR ORGANIZATION HERE] understands and agrees that food or beverages are not permitted on the vehicle.

OCTO will provide a driver for the MTL and access to equipment during the specified time agreed to in this agreement. Should **[INSERT NAME OF YOUR ORGANIZATION**

HERE] need to change the scheduled amount of time, **[INSERT NAME OF YOUR ORGANIZATION HERE]** will inform OCTO staff, at least 24-hours in advance to attempt a schedule adjustment.

II. MARKETING AND PROMOTION

Each party agrees to promote and market the event to target audiences to ensure the event is well-attended, and the MTL is well-utilized during the event. Each party must obtain permission in writing before using either party’s name or logo on any marketing and promotional materials.

III. EQUIPMENT USE

[INSERT NAME OF YOUR ORGANIZATION HERE] agrees to conduct an equipment check to ensure that the laptops, iPads, mice, hotspots, and other equipment remain on the vehicle after its use. If any equipment is missing and/or damaged, **[INSERT NAME OF YOUR ORGANIZATION HERE]** agrees to 1) inform the MTL driver, 2) inform the MTL program staff, and 3) replace or pay for any damaged equipment. OCTO will send an invoice to **[INSERT NAME OF YOUR ORGANIZATION HERE]** for the missing or damaged items.

IV. CANCELLATION POLICY

OCTO reserves the right to cancel a reservation due to unforeseen circumstances (e.g., inclement weather, maintenance or equipment issues). OCTO will attempt to provide 24-hour notice to a program partner, if the vehicle is unavailable for the scheduled event.

V. POINT OF CONTACT FOR EVENT

OCTO	[INSERT NAME OF YOUR ORGANIZATION HERE]
POC Name: Delano Squires Title: Program Manager Address: 200 I Street, SE, WDC 20003 Phone: (202) 741-5084 Email: delano.squires@dc.gov	POC Name: Title: Address: Phone: Email:

VI. IDEMNIFICATION

[INSERT NAME OF YOUR ORGANIZATION HERE] is informed and understands that the District of Columbia and OCTO are a self-insured government; therefore, unable to

maintain or provide any insurance of any kind to cover any bodily injury or property damage that could occur, because of this agreement. **[INSERT NAME OF YOUR ORGANIZATION HERE]** agrees to indemnify and hold harmless the District of Columbia and OCTO, as well as their respective officers, employees, representatives, agents and/or volunteers completely and absolutely against and from any and all legal liability and claims, or damages, or costs for bodily injury, death and/or property damage, reasonable costs and expenses whether direct or indirect, including without limitation legal fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of the District.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOA creates a financial obligation in anticipation of an appropriation and that all provisions of this MOA, or any subsequent agreement entered into by the parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated.

IX. AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced below:

[INSERT NAME OF YOUR ORGANIZATION HERE]

[INSERT NAME OF PERSON WITH SIGNING AUTHORITY] Date
[INSERT TITLE OF SIGNING AUTHORITY]

OFFICE OF THE CHIEF TECHNOLOGY OFFICER

Barney Krucoff
Interim Chief Technology Officer

Date