

DIGITAL ALLIANCE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the date of the later signature below, by and between Microsoft Corporation (“Microsoft”) and the State of Alaska (collectively, “the Parties”, and singly, a “Party”).

1. **Purpose.**

This MOU reflects the Parties’ intent to collaborate to pursue State initiatives identified in Exhibit A, which Exhibit may be modified over time. Neither Party intends for their collaborative activities to create legally binding rights and obligations except as set forth in Section 2 or in a separate definitive agreement.

2. **Terms and Conditions.**

- a) **Confidentiality and Public Disclosure.** Except to the extent required by State’s public records law, neither Party will disclose the existence or content of this MOU or discussions between the Parties relating to the activities and transactions contemplated herein unless both parties mutually agree in writing.
- b) **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.
- c) **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar agreements with other parties. Nothing in this MOU, including any exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms or products that compete with the services, platforms, or products that are subject of the relationship contemplated by this MOU.
- d) **Expenses.** Microsoft and State agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.
- e) **Disclaimer of Warranties/Limitation of Liability.** Except as may be set forth in any separate written definitive agreement binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided “as is” without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive, or other damages arising out of or related to this MOU, except with respect to violation of its confidentiality obligations or the other Party’s intellectual property rights.

- f) **Intellectual Property.** All copyrights, patents, trade secrets, trademarks, or any other intellectual property ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property rights owned by the other.
- g) **Governing Law.** This MOU shall be governed by the laws of State of Alaska, without giving effect to its conflict of law provisions.
- h) **Term and Termination.** This MOU will expire 36 months from the later signature below, except that either Party may terminate this MOU without cause upon thirty-days (30) prior written notice. Either Party may terminate this MOU immediately in the event of breach of any provision of this Section 2 by the other Party.
- i) **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- j) **Enforceability.** Only the terms of this Section 2 of this MOU are legally binding on the Parties. If and when the Parties wish to enter into a legally binding relationship related to the State Initiatives contemplated by this MOU, they will enter into a separate definitive written agreement setting forth the details of their respective rights and obligations.

ACCEPTED AND AGREED:

STATE OF ALASKA

By: Keshibaka

Name: Kelly Tshibaka

Title: DOA Commissioner

Date: 01/22/2020

MICROSOFT CORPORATION

By: Dana R. Barnes

Name: DANA BARNES

Title: Vice President State & Local

Date: 24 Jan 2020

EXHIBIT A

DIGITAL ALLIANCE MOU ACTIVITIES

1. Name of State: Alaska (“State”)

2. State Initiatives:

- Modernization of State IT and Data Infrastructure
 - Increase business agility and responsiveness to address the evolving needs of the State.
 - Greater data insight and access to rapidly evolving innovation in Advanced Analytics and Artificial Intelligence.
 - Reduction of cost and improved efficiency.
 - Reliability and scalability. Improve the resiliency of critical systems across multiple regions and provide on-demand scalability.
 - Security from Cyber threats. Protecting State’s critical systems and citizen information from Cyber-attacks.
- Microsoft 365 and Azure training
 - Increase productivity and effectiveness by providing training to State employees with modern collaboration tools included in Microsoft 365.
 - Reduce the cost of travel and improve collaboration across geographical location via Microsoft TEAMS.
 - Develop cloud computing skills within the State government by providing foundational and advanced training and certification opportunities.
- School Improvement and Educational support
 - STEM focused training to get children excited about science and technology and encourage them to consider STEM career paths.
 - Every Student Succeeds Act (ESSA)
 - Title II, Part A: Supporting Effective Instruction
 - Computer Science Standards and best practices
 - Expand distance-delivered eLearning program and collaborative tools
 - Collaborative teaming and distance monitoring facilitating innovation in internships and information sharing
 - Collaboration with institutions of higher education to identify ways to better support teacher education, technical training, and virtual teaming.
 - Educator training on collaborative tools that prepare them to maximize educational opportunities in the classroom.
 - Improved communication with School Districts throughout the State, providing collaborative opportunities and support.
- Rural Broadband - Increase access for all Alaskans to improve digital literacy, education, health, public safety access and economic development.
- The Future of Work

- Advanced analytics and business intelligence (BI) to leverage real time data within and between departments and agencies promoting multi-set data driven decision making.
- Artificial Intelligence (AI) and Internet of Things (IoT). Use cases for State agencies to use machine learning to improve delivery of services and interaction with the public and provide more efficient and accurate data gathering.

3. Activities in Support of the State Initiatives:

a. State intends to perform the following in support of the State Initiatives:

- Promote the partnership with Microsoft, including supporting Microsoft's press release at a mutually agreeable time.
- Identify and assign a State staff member(s) to lead and support the Microsoft programs as authorized by the Governor.

b. Microsoft intends to perform the following in support of the State Initiatives:

- Modernization of State IT and Data Infrastructure
 - Cloud Adoption Framework for best practices and methodology.
 - Microsoft Cloud Solution Architects, onsite architectural guidance, deployment planning, and operations/governance.
 - Azure FastTrack engineering assistance and support throughout the project.
 - Cloud Skills Development and Training Remote and On-Site Deliveries:
 - Azure Fundamental courses (AZ-900)
 - Advanced role-specific courses such as Azure Administration (AZ-103), Azure Developer (AZ-203), Azure Solution Architect (AZ-300), Azure DevOps Engineer (AZ-400), and Azure Security Engineer (AZ-500)
- Microsoft Teams
 - Assignment of a Customer Success Manager to establish a change management and successful adoption strategy of TEAMS.
 - Customer Success Manager will interview departments' users and identify common use cases to be addressed by TEAMS.
 - Customer Success Manager will partner with Tech Impact and Alaska's readiness team to develop the necessary skills to adopt TEAMS aligned to the departmental use cases.
- Microsoft 365 Training
 - On behalf of Microsoft, Tech Impact will conduct onsite training sessions in Juneau and Anchorage.
 - Through a "Train-the-trainer" approach, Microsoft's partner Tech Impact will provide training and materials necessary to obtain competencies in the Microsoft 365 portal, Delve, OneDrive for Business, and Teams. These "Power Users" will in turn provide training to other state workers.
 - Web-based training, Tech Impact will schedule quarterly, one-hour update sessions.

- E-Learning Materials, Tech Impact will create materials to be used by AK State “Trainers” during the training sessions as well as materials for end user self-learning.
 - Microsoft 365 Training.
 - Cyber Security, Governance and Compliance – Workshop Series.
- Rural Broadband
 - Promote Digital Equity and the free Airband ISP Program to Internet service providers operating in Alaska, providing access to special pricing on TV White Space equipment, telecom infrastructure, and software solutions.
- DigiGirlz
 - DigiGirlz High Tech Camps for girls is a one day or multi-day career day program to dispel stereotypes of women in the high-tech industry. Girls will have first-hand experience with cutting-edge technologies that may include robotics, coding, apps development, engineering kits, creating social media sites, etc.
- Every Student Succeeds Act
 - Microsoft 365 Teams collaboration and communication tool is free to all academic institutions. We will provide assistance to roll out Teams virtual school solution for distance delivered e-learning.
 - Four-day hands on trainings for Minecraft Education across the state.
 - Training for Microbit.
- AI for Government and Industry
 - A ½ day convening of AI experts who will share best practices about how to implement AI in your work environment including a discussion around ethical principles for implementing AI. This event also includes a showcase with demos of the work of Microsoft partners are doing with AI: this 60-minute tour gives attendees an immersive experience that highlights real-world stories of digital transformation and AI technology implementations within government and other industries.

4. Resources/Personnel:

- State of Alaska to provide space/site for events
- Microsoft Team to host events and conduct training sessions
- State of Alaska communication staff for media promotion and event kick-offs
- State of Alaska staff assigned to support Microsoft events as authorized by the Governor or his designee

5. Funding:

Any funding provided by Microsoft to State in support of State Initiatives is provided for the sole use and benefit of the State for State purposes only and is not provided for personal use or benefit of any government employee. Microsoft intends that any investment in State Initiatives will comply with all applicable laws, regulations, and ethics rules regarding gifts and donations.

Microsoft makes these investments without seeking promises or favoritism for Microsoft in any bidding arrangements.

6. **Schedule:** Will be mutually decided by State of Alaska and Microsoft.

7. **Metrics (if any):** Will be mutually decided by State of Alaska and Microsoft.

8. **Other:** This Exhibit A is part of and subject to the Digital Alliance MOU between State of Alaska and Microsoft.

ACCEPTED AND AGREED:

STATE OF ALASKA

By: Kelly Tshibaka

Name: Kelly Tshibaka

Title: DOA Commissioner

Date: 01/22/2020

MICROSOFT CORPORATION

By: Dana R. Barnes

Name: Dana Barnes

Title: Vice President State & Local

Date: 24 January 2020