MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF MAYOR GREGORY A. BALLARD
CITY OF INDIANAPOLIS
AND
THE INTERNATIONAL CENTER

This Memorandum of Understanding (MOU) entered into, by, and between the Office of Mayor Gregory A. Ballard, City of Indianapolis, (“City”) and The International Center, (IC), is executed pursuant to the terms and conditions set forth therein.

WHEREAS, the Office of Mayor Gregory A. Ballard desires to promote the global reach of Indianapolis by creating awareness of the international community existing in the city and cultivating collaborative relationships throughout the world that promote Indianapolis and build on our international community;

WHEREAS, IC, established in 1973, is a nonprofit organization which aims to provide the best resources to companies, individuals, and all levels of government who want to do business internationally; and IC provides its clients international relocation assistance, cultural training, and protocol services, as well as customized itineraries that would best fit visiting delegations’ professional goals;

WHEREAS, the City and IC have complementary objectives for the City to establish stronger international relationships throughout the world, to position our city to make our own opportunities in a global marketplace, as well as to increase the visibility of Indianapolis as a global city, welcoming, diverse and vibrant; and,

WHEREAS, IC desires to support the City by offering specific services to advance these objectives as provided by this MOU.

NOW THEREFORE, in consideration of the mutual undertaking set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. IC SERVICES

IC will provide the following support services to the City at no cost to the City:

A. Protocol and Visitor Services

- Professional programming services
  - Professional itinerary development
  - Separate spouse itinerary development

- Welcome orientation services
  - Meet-and-Greet at the airport
  - City and/or State Orientation

- Cultural activity planning services
- Special cultural events
- Dinner hospitality arrangements
- Community receptions

- Logistical arrangements (exclusive of cost of hotel and chauffer service)
  - Transportation
  - Accommodation
  - Security

- Advisory and training services
  - Meeting Briefings
  - Hosting International Visitors
  - Professional Visit Fundamentals
  - Cross-Cultural Fundamentals
  - First Impressions (Meet-and-Greet, Forms of Address, Business Card Use, etc.)
  - Communication Skills (Electronic Etiquette, Conversational Skills, Body Language, etc.)
  - Presence, Awareness and Body Language

These services will facilitate greater inter-organizational coordination among the Mayor’s Office, Develop Indy, IC, and other international stakeholders when hosting international delegations to Indianapolis, leveraging the collective resources of all of the entities involved.

B. Sister Cities Services

- Support the City in managing Indianapolis’ Sister City relationships and activities.
- Assist the City in developing partner agreements with additional international cities.
- Identify potential growth opportunities for existing relationships.
- Develop a directory of contacts for Indianapolis’ Sister Cities
  - Government
  - Business
  - Cultural
- Provide briefing materials for each of Indianapolis’ Sister Cities
  - Country Profile
  - City Profile
  - Cultural analysis
  - Committee members directory
- Establish regular communication to elected officials and international affairs staff from sister cities and extend invitations to visit Indianapolis.
- Organize Sister City committee meetings and report on activities and exchanges taking place.
- Develop anniversary gift fund in order to present gifts to Indianapolis’ Sister Cities at milestone anniversaries.
These services will result in better coordination of efforts among Sister City Committees and the Mayor’s Office, development of best practices among Indianapolis Sister City Committees, and expansion of Sister City program objectives.

C. Consular Corps Services

- Support the City in its relationship with the Consular Corps of Indianapolis.
- Support the City in its relationship with the Consular Corps of Chicago.
- Support the City in working with the Department of State, Foreign Embassies, and international partners in Indianapolis to grow the membership of the Consular Corps of Indianapolis.
- Develop outreach initiatives to increase the number of visiting business delegations, to Indianapolis, via the Consulate General offices in Chicago.
- Provide regular correspondence to the Consular Corps of Indianapolis on international initiatives taking place in the city.
- Ensure recognition of members of the Consular Corps of Indianapolis at community events.
- Encourage the Consular Corps of Indianapolis to take an active role in the international development of the city.
- Provide logistical support for international visitors connected with Consular Corps.

These services will result in increased visibility of Indianapolis as an attractive destination for international development, international diplomacy, and international exchange.

SECTION 2. TERM OF MOU

This MOU shall become effective on March 25, 2011. This MOU shall remain in effect until December 31, 2017 or when terminated by one of the parties, as provided by section 4.

SECTION 3. MISCELLANEOUS PROVISIONS

Expenses. IC shall obtain written approval of any expenses prior to incurring the expenses in order to obtain reimbursement from the City; expenses that have not been preapproved will not be reimbursable.

Independent Contractor. The parties agree that IC is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis or of Marion County. As such, IC is solely responsible for all taxes. IC acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. IC has no authority, express or implied, to bind or obligate City in any way.

Ownership of Works. IC retains all proprietary and intellectual property rights to those computer programs, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, and any other works of authorship fixed in any tangible medium of expression (hereinafter “Works”) created solely by IC. During the term of this MOU and thereafter, the City shall have free and unlimited access to copies of the Works created by IC in performance of the services in this MOU, and the City may use such
Works, at no cost, as it deems appropriate. City shall retain all proprietary and intellectual property rights to those Works created jointly between City and IC, unless otherwise agreed in writing.

Non-discrimination. IC and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

SECTION 4. TERMINATION FOR CONVENIENCE

This MOU may be terminated by either party for its convenience; provided, however, that the party terminating the MOU provides not less than ninety (90) days written notice of termination. Such notice shall be sent via certified mail to:

Notice to the City:

Jane Gehlhausen
International & Cultural Affairs
Office of Mayor Gregory A. Ballard
200 East Washington Street, Suite 2501
Indianapolis, Indiana 46204

Notice to IC:

Kathy Humphrey
Chief Operating Officer
The International Center
32 East Washington Street, Suite 1624
Indianapolis, Indiana 46204

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates provided below:

OFFICE OF MAYOR GREGORY A. BALLARD
CITY OF INDIANAPOLIS:

\[Signature\]
Gregory A. Ballard, Mayor
Date: 3/25/11

THE INTERNATIONAL CENTER:

\[Signature\]
Diane Thomas, President & Chief Executive Officer
Date: 3/25/11