



Central New Mexico Community College

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CENTRAL NEW MEXICO COMMUNITY COLLEGE
AND
The STREET FOOD INSTITUTE, LLC**

This Memorandum of Understanding, hereinafter, the "Agreement," is entered into on this December 4, 2014, by and between The Street Food Institute, LLC hereinafter referred to as "SFI" and Central New Mexico Community College hereinafter referred to as "CNM". CNM includes: the School of Business and Information Technology at CNM, hereinafter referred to as "BIT".

WHEREAS, CNM and SFI wish to enter into an agreement to continue the initial one-year pilot into a second year of the educational program (the "Pilot").

WHEREAS, the parties desire to create a written memorandum of their understanding

NOW THEREFORE, in consideration of the foregoing premises the parties agree as follows:

1. SFI, in collaboration with CNM, will train participants in entrepreneurial skills, street food preparation and menus to be sold at a public venue. Students will gain work experience working in a maximum of three food trucks, provided by SFI as an Internship opportunity.
2. Responsibilities of the School: CNM will have final approval of all funds and resources expended by CNM in furtherance of the Pilot.

A. Education

- a. CNM will provide adequate classrooms, laboratory spaces and instructors for each class offered as part of this agreement through existing or topics courses to be developed.
- b. CNM will appoint an individual to be referred to as the CNM SFI Liaison, who will be the single point of contact between CNM and SFI.
- c. BIT will create a topics course that will serve as the commissary for the Internship course with SFI. BIT may procure food resources as needed for culinary laboratory classrooms that are a part of the Topics and/or Internship courses. These ingredients will be reimbursed with SFI funding, through CNM's procurement system. BIT may, after consultation with the instructor and CNM SFI liaison, provide substitutions due to practical availability or cost.

- d. CNM will provide a culinary instructor for all CNM courses offered.
- e. CNM's Marketing and Communications Office will collaborate with SFI to market the Pilot internally and to the community.
- f. CNM will collaborate with SFI on matters pertinent to the Pilot. This may include changes in faculty, curriculum, and policy, which may impact the pilot.
- g. Only students approved for the Internship course will be allowed to enroll. Minimum requirements for the Internship course will be determined by CNM and SFI.

B. Assessment of Evaluation

- a. BIT and SFI will follow the established guidelines to assess the performance of the students in all CNM courses.

C. Confidentiality

a. Confidentiality Information

- For the purpose of this Section, the term "Confidential Information" will mean the non-public information of SFI and CNM. The term "Confidential Information" will not include information which: 1) is known to the receiving party prior to receiving it from the other party, 2) is generally known to the public, or 3) is disclosed by the one party at any time by a third party who had the legal right to disclose it, or 4) is independently developed by the other party in compliance with the law.

b. Confidentiality

- The parties will not, nor will their employees and agents, except as may be required by any lawful subpoena, court order, or legal process at any time without prior written consent: (a) disclose any such information to any third party, or (b) reproduce or utilize any such information in furtherance of any business venture other than the operation of the Pilot.
- If either party is required by lawful subpoena, court order, or legal process to disclose any confidential information to other related information, that party will provide notice thereof to the other party to seek protective order or other appropriate legal or equitable remedy to prevent such disclosure, should the other party decide to do so.

3. Responsibilities of SFI: SFI will have final approval of all funds and resources expended by SFI in furtherance of the Pilot.
 - a. SFI will provide a staff to lead the Pilot with adequate time to plan and implement enrollment in the Pilot and, when feasible, to attend relevant meetings and conferences related to the Pilot.
 - b. SFI will collaborate with CNM for recruitment and selection of students for the Pilot.
 - c. SFI may provide opportunities for Professional Development for faculty, staff and students of CNM to travel domestically or internationally to further education related to Street Food. SFI may provide a portion of the required funding.

4. SFI's Food Trucks as Internship

- a. The SFI Food Trucks are the experiential phase of the Pilot and will be located at a public venue. The SFI Food Trucks may provide students with hands-on experience in multiple aspects of working as street food vendors.
- b. BIT will make the culinary labs available for use as the commissary during the term as part of the Topics/required courses and at other times as lab space is available. Access for SFI to CNM labs will be through approved CNM employees and processes. BIT will provide storage space for shelf stable items and perishables during the four-month practicum.
- c. SFI may order ingredients as necessary for the commissary through CNM's procurement system as set up through the Culinary Arts program and reimburse CNM for purchases as invoiced.
- d. SFI will provide and maintain Business Liability Insurance for the SFI Food Trucks.
- e. SFI will provide Student Scholarships during the practicum portion of the Internships. SFI will determine eligibility and amounts awarded to SFI students.
- f. SFI will provide funding for the food ingredients used in SFI's Food Truck/s.
- g. SFI will provide security and operational support for SFI's Food Trucks, including staff, waste disposal, and the like.
- h. SFI will provide, as necessary, customer seating, storage, POS system, etc. Securing of city and county permits, including continual Health Code compliance, and vehicle servicing and maintenance (for food distribution from the commissary to mobile units).
- i. SFI will provide all funding and capital outlay for the SFI Food Trucks as part of the Pilot. Charges for food at the venues will go to SFI and will be used to purchase food supplies for the SFI Food Trucks.

5. Mutual Responsibilities

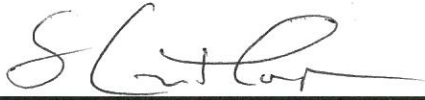
- a. CNM and SFI agree that each will exchange all necessary data and information for each to comply with business objectives and well as any appropriate certification and or accreditation organizations and requirements of federal, state, or local regulations. Any requests for data or information will be given with reasonable advance notice and will be in writing.
- b. CNM and SFI will uphold CNM codes and policies as published in the School Catalog.
- c. CNM and SFI agree that they will comply with all federal and local laws including the provisions of the Civil Rights Act of 1964 that are applicable to the activities carried out in this Agreement. The parties agree not to engage in unlawful discrimination on the basis of race, color, national origin, gender, religion, family responsibilities, disability, political affiliation, age or sexual orientation.
- d. This Agreement will be effective for the first date written above and will remain in effect until terminated. Either party may terminate this Agreement by giving the other party written notice not less than ninety (90) days prior to the end of the current academic term. Any such notice regardless of when given shall not become effective prior to the end of the current academic term.
- e. This Agreement will not be assigned in whole or in part without the prior written consent of both parties.
- f. The terms of this Agreement shall be reviewed annually from the Effective Date, or sooner at the request of CNM or SFI.
- g. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. For CNM, any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, 41-4-1 et seq., NMSA 1978, as amended.
- h. CNM and SFI will maintain commercial general and professional liability coverage to the extent necessary to insure liabilities. CNM's coverage will be subject to the limitations as set forth in the New Mexico Tort Claims Act.
- i. The terms of this Agreement and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be governed by and construed in accordance with the internal laws of the State of New Mexico without regard to its conflicts of laws principles. The parties agree and consent that any causes of action or suits related to this Agreement must be filed in the State of New Mexico Second Judicial District Court, located in Albuquerque, New Mexico. The parties consent to

the exclusive jurisdiction of said court and waive any objections to such jurisdiction. The parties waive their right to request a change of venue.

- j. No revision or modification of this Agreement will be effective unless it is in writing and is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Central New Mexico Community College



Vice President of Academic Affairs

12/19/14

Date

Street Food Institute, LLC



Steve Simon CEO/President of Simon Charitable Foundation

12/15/14

Date