| DealPoint ID # | |
|---|---|

# Donation Statement of Work

# ("SOW")

**Addresses and contacts for notices**

| "Microsoft" | "Company" |
|---|---|
| Company Name: Microsoft | Company Name: **THE BROOKINGS INSTITUTION** |
| Primary Contact: Celeste Alleyne | Primary Contact: **Susan Brodsky Burnett** |
| Address [redacted] | Address: 1775 MASSACHUSETTS AVE NW WASHINGTON, DC 20036 |
| Phone number: [redacted] | Phone number [redacted] |
| Fax number: | Fax number: |
| Email (if applicable): [redacted]@microsoft.com | Email (if applicable) [redacted] |
| Secondary Contact: | Secondary Contact: Ona Alston Dosunmu [redacted] |
| | Microsoft Company Number: |

| | |
|---|---|
| **SOW Effective Date:** | |
| **SOW Expiration Date:** | June 30, 2014 |
| **DealPoint and/or iRims # for Master Agreement** | |

**Agreed and accepted by**

| Microsoft | Company |
|---|---|
| Microsoft Signature: *Joanne Harrell* | Company Signature: [redacted] |
| Microsoft Name: Joanne Harrell | Company Name: Stewart Uretsky |
| Microsoft Title: Senior Director | Company Title: Vice President, Chief Financial Officer & Treasurer |
| Microsoft Date: Need date: | Company Date: 10/16/13 |

☒ This SOW is entered into by the parties and effective as of the SOW Effective Date above.

## 1. Microsoft Obligations

### 1.1 Donation Fee

Microsoft will pay Brookings a donation fee of $80,000 in connection with the donation benefits provided by Company and described in Section 2 of this SOW. Microsoft will pay the donation fee according to the following payment schedule:

(ii) Installments of 50% within 90 days after the Effective Date and the remaining 50% within 30 days after April 30, 2014.

The amounts to be paid by Microsoft to Company hereunder do not include any taxes. Microsoft is not liable for any taxes that Company is legally obligated to pay. Company will indemnify and hold Microsoft harmless from any claims, costs, and liabilities that relate to Company's tax liabilities. If the law requires taxes to be withheld on any amounts owed to Company in connection with this SOW, Microsoft may deduct such taxes from the amount owed and pay them to the appropriate taxing authority.

### 1.2 Other Obligations

A Metro Program/Microsoft relationship in this arena supports four complementary types of activities that draw on the respective strengths and interests of both organizations:

I. Research on Metro Skills for the Next Economy

The distinct economic and demographic structures of the nation's metropolitan economies imply very different workforce needs and opportunities across these labor markets. The Metro Program will continue to conduct research and analysis that describes and quantifies workforce needs and workforce skills, and advances strategies to better align labor supply and demand, within the nation's 100 largest metropolitan areas. Areas of inquiry include:

- Young workers in metropolitan labor markets. With Andy Sum at Northeastern University, we are examining the labor market status of young people aged 16 to 24 in major metropolitan areas, including changes in their labor force participation, employment, unemployment, underemployment before, during, and after the Great Recession; and causes thereof.

- Understanding the demand for skills and the extent of labor market mismatch. We are using new real-time job openings data to identify the occupations that are most difficult for metropolitan employers to fill, how well their educational institutions prepare students for those jobs, and how metropolitan leaders can use this information to deploy skill-building resources and direct workers toward in-demand fields.

- Profiling STEM skills in metro areas. Science, technology, engineering, and math (STEM) workers are a critical source of innovation, job creation, and high-value human capital for

metropolitan economies. We are quantifying STEM skills in the nation's 100 largest metropolitan areas, examining the relationship between the presence of those skills and broader measures of metro prosperity, and identifying policies and practices that metro institutions are using to enhance the supply of and demand for STEM skills.

- Aligning career and technical education (CTE) to metropolitan needs: A greater focus on productive sectors of the economy demands that we reinvigorate investment in career and technical education at the secondary and post-secondary levels. We are profiling the states, cities, and institutions that are employing CTE to create pathways to good, high-demand jobs in metro economies, especially for young adults, and advancing policy recommendations to support and broaden such efforts.

- Metro Program research in this area would benefit from Microsoft's deep expertise around education, technology, and metropolitan markets. To that end, the Program would involve Microsoft in working sessions with other external partners and national experts that help inform the development of related research products, and in the public rollout of associated products. However, Brookings will be solely responsible for preparing the independent research, analysis, and results.

## II. Funding Request of Microsoft

New funding for specific support of the Opportunity portfolio: $80,000

This funding would enable the Metro Program to continue to conduct core research; to engage key markets around the country in the research through Microsoft's YouthSpark program; and to help inform Microsoft leadership about the implications of this research for its National Plan.

The Metro Program also requests that Microsoft cover the travel costs incurred by Metro scholars to travel to and from the YouthSpark events in Detroit, Los Angeles, Miami and New York City.

## III. Suggested Plan of Engagement/Statement of Work

The Metro Program will continue to work closely with Microsoft to bring our research and knowledge around metro skills and related innovative practices to Microsoft's priority metropolitan markets through the YouthSpark program, and our analysis will continue to emphasize the need for focused efforts aimed at narrowing the "opportunity divide." The Metro Program will present this data in the following ways:

In person at the following events with the following scholars:

1. Detroit, Nov 19th -- Martha Ross
2. Los Angeles, January 18th -- Alan Berube
3. Miami, TBD -- Jonathan Rothwell
4. NYC, Spring 2014 -- Alan Berube

Via Skype at the following events:

1. Raleigh-Durham on October 23 at 11:30 am – 1:30 pm ET
2. Dallas, late Jan or early Feb, 2014 at 8 – 10:30 am CT
3. Philadelphia, Spring 2014

Provide data and a briefing to a speaker chosen by Microsoft

1. Honolulu on October 16, 5:30 – 7:30 pm HT

The Metro Program will participate in briefing calls with speakers in the lead-up to each of these events, providing an advance look at the research to be discussed.

In addition, the Metro Program will provide periodic briefings to Microsoft leadership on its latest research on metro opportunity, including in the National Plan Review process in November 2013.

**2. Company's Obligations**

In exchange for Microsoft's performance of the obligations more particularly described in Section 1 hereof, Company agrees to provide the following donation benefits to Microsoft:

## *Microsoft/Brookings Connection Event Alignment:*

- Brookings:
  1. Will present localized research for each market or make available for Microsoft to do so per the SOW.
  2. In the metros where Brookings is present, they will present their research on the day of each YouthSpark event; participate throughout and address audience questions in the four cities defined.
  3. In the metros where Brookings will present via Skype, they will provide research and an informational session with Microsoft employees for the purpose of driving understanding of the research results.
  4. Brookings will allow Microsoft to use Brookings data in the identified markets where Brookings is not presenting:
     - Brookings will provide Microsoft with this content.
- Microsoft:
  1. These events will be billed as being sponsored by Microsoft and informed by Brookings research (for the events where Brookings participates)
  2. Where Brookings does not participate, Microsoft may cite their research.
  3. Microsoft is responsible for event logistics including invitations and event costs.
  4. Microsoft will cover the travel costs incurred by Brookings scholars to travel to the four metros.
  5. Microsoft will lead on Press and social media coverage.

## 3. Personally Identifiable Information

"Company has instituted an Internal Privacy Policy governing Company's use of personally identifiable information. The privacy policy can be found at http://www.brookings.edu/about/privacy-policy."

## 4. Brookings Brand

Without prior written authorization, Microsoft shall not use Brookings names, logos, marks or trademarks (collectively, "Brookings marks") or make reference to Brookings for any purpose in any releases for public or private dissemination. Without prior written authorization Microsoft shall not divulge or use in any advertisement or publication any Brookings marks or specifications, data or other information pertaining to or relating to this Agreement.

*[Remainder of this page is intentionally left blank.]*