

Memorandum of Understanding: Digital Transformation Initiative

I. Memorandum of Understanding

This Memorandum of Understanding sets out the principles which will guide the activities of the Digital Transformation Initiative (DTI). The mission of DTI is for the Greater Pittsburgh Community Food Bank to provide its partners with one-time digital marketing support to improve their digital presence. This support will result in increased access to food, information, and other resources. Neighbors in need will easily be able to locate their local pantry, find quick facts, and start the process of getting help. At the same time, potential donors will be easier to reach and identify resulting in increased donations—both food and monetary.

II. Project Parties

The following organizations/entities are participating in DTI as partners. They are committed to the mission of DTI and will work together to achieve its strategic objectives:

- a. Greater Pittsburgh Community Food Bank (the Food Bank)
- b. _____ (Partner Agency)

To participate in this program, the Partner Agency must return a completed application via the Food Bank website pittsburghfoodbank.org/digital. The Food Bank will select participants on a rolling basis, using criteria decided by the Food Bank's DTI team.

III. Scope of Work

This work will take approximately three (3) but no more than six (6) months from initiation to completion. Any extension needed must be agreed upon by all parties. The DTI project will be completed in four (4) stages:

- a. **Audit:** The Food Bank will audit all digital marketing resources currently managed by the Partner Agency.
- b. **Build:** The Food Bank will build or update the agreed upon items for the Partner Agency.
- c. **Training:** The Food Bank will train at least two (2) key members of the Partner Agency on their updated assets.
- d. **Reporting:** The Food Bank will review all work done and report the successes and metrics.

IV. Meetings

To successfully perform the scope of work within the time allotted, all parties must agree to meet—either virtually or in person—as part of each stage. There will be four (4) meetings throughout the length of the project, in addition to regular communication:

- a. An initial meeting at the beginning of the Audit stage will mark the initiation of the work. All parties must agree to share necessary assets at this meeting—outlined below—to complete the scope of the work.
- b. Once the Audit is complete, the parties will meet to discuss findings and recommendations for work which should be done in the Build stage. At this meeting they will also agree upon a timeline and deadlines for the Build stage and a selection of training courses.
- c. When the Build stage has concluded, the parties will meet to commence training, agreed upon at the earlier meeting.

- d. Approximately two (2) months after the conclusion of the Build stage, the partners will meet to discuss the successes and metrics of the DTI project. Partners agree to give honest feedback to increase productivity and success in the future.

V. Sharing of Resources

Before the work commences, the Partner Agency will compile and share access and/or login credentials—to the best of their ability—to all digital marketing accounts. This includes, but is not limited to: Website, CRM, Digital Marketing Services and Software, and Social Media Accounts. For any service which allows multiple administrators, the Food Bank will be provided with a separate administrator (Admin) account or access (e.g., on Facebook business, any user can be given Admin level access without sharing of passwords).

For services which only allow one Admin or user, usernames and passwords will be shared with the Food Bank. This will be done through a secure method, and not in the body of a standard email.

SECURITY NOTE: To ensure safety and security, it is recommended that passwords be temporarily changed for the duration of this project, especially if they are identical to any passwords used for employees' personal accounts.

Any other resources needed to perform the scope of work, not outlined in this document, will be shared at the parties' discretion.

VI. External Vendors

Part of this process may involve the Food Bank contracting external vendors. The Food Bank will manage the relationship and direct the activity of external vendors. The Partner Agency agrees to allow the Food Bank to share contact information with these vendors to initiate work. These vendors will provide services to the Food Bank as part of the project scope, which may include, but are not limited to, graphic design work, online donation management, etc. The Food Bank will determine the level of service required and agrees to pay the vendor for work performed under the project scope of work. If in communication with the external vendor the Partner Agency determines they require service outside or above that predetermined scope of work, the Partner Agency may retain the external vendor directly and pay the difference to the external vendor.

VII. Transition of Ownership

The Food Bank, at the completion of this project, will send The Partner Agency all new and adjusted assets and deliverables. However, the Food Bank retains the right to use images or logos for its own purposes including, but not limited to, promoting the DTI program. The Food Bank will also retain access to social media pages and analytics for up to 12 months for reporting purposes. If applicable, the Food Bank will retain ownership of domain names, website & hosting server for up to 3 years.

The Partner Agency will be responsible for maintaining their website content. The content of the Partner Agency's website and other content created through this process should continue to focus on its original intended use (e.g., food pantry, soup kitchen, human services, etc.) and will not be used for other associated purposes (e.g., an overarching religious organization, for profit business, personal use, etc.).

It is the responsibility of the Partner Agency, at the end of these time periods, to remove the Food Bank's access if they choose to do so.

VIII. Confidentiality

Both parties agree that aside from the use of passwords noted above, successful completion of this project and its deliverables does not require the exchange of confidential information. Within the scope of this project, the Food Bank will not request and does not expect the Agency to provide any confidential information regarding the employees, volunteers or customers of the Agency.

IX. Compliance

The parties agree to comply with all applicable state and federal laws and regulations including but not limited to Equal Employment Opportunity, Non-Discrimination and Immigration.

X. Liabilities

It is understood that each party is independent from the other, which includes all of its employees or contractors. Furthermore, neither party is liable for the actions of the other party including fraud, gross or negligence, or willful misconduct of the other party. This includes the acts or omissions caused by each party's officers, employees, agents or students (if applicable).

XI. Authority

Each party represents that it has the authority to enter in this agreement and that the person executing the agreement below has the authority to do so on behalf of their respective organization.

XII. Amendments to this Memorandum of Understanding

The parties may agree to amend this Memorandum of Understanding, provided that they support the incorporation of the amendment into this document. This Memorandum of Understanding will remain in effect throughout the term of the Project.

Organization: _____ Date: _____

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Organization: Greater Pittsburgh Community Food Bank Date: _____

Signature: _____ Printed Name: _____