

## Title

Authorizing the Office of Technology and Communications to update an agreement with BrainStorm Inc. (BSI) for online “how to” training and education on the Microsoft Office 365 suite of products including Microsoft Word, Excel, PowerPoint and Teams.

## Body

WHEREAS, the Office of Technology and Communications (OTC) is in the process of enhancing the education materials available to city staff; and

WHEREAS, OTC has determined that training is critical on the city’s communication and collaboration suite – Office 365 – as it will enable city staff to make the most use of it.; and

WHEREAS, BrainStorm Inc. enrollment requires a “click-through” acceptance of standard terms and conditions, which the company will not alter; and

WHEREAS, one of the terms is an indemnification clause which requires each party (the City and BrainStorm Inc.) to defend the other party from and against any claims, demands, suits, or proceedings (each, a “Claim”) made or brought by a third party against the Indemnified Party alleging that material provided by the Indemnifying Party (the Cloud Service, BSI Content and/or the Materials, in the case of BSI as the Indemnifying Party, and Customer Content, in the case of Customer as the Indemnifying Party) infringes or misappropriates the intellectual property rights of a third party, or arising out of a failure by the city; and

WHEREAS, the BrainStorm Inc. training content is a major component in the way OTC wishes to train city staff on the use of Office 365 and its product suite; and

WHEREAS, the City Council finds that the promise of indemnification is appropriate to access the BrainStorm Inc. services; now, therefore, be it

RESOLVED, that the Office of Technology and Communications is authorized to accept the amendment to BrainStorm Inc. Master Services Agreement.