

**Memorandum of Cooperation  
Between  
The District of Columbia Housing Authority  
And  
Xerox Corporation**

**I. Memorandum of Cooperation**

This Memorandum of Cooperation sets forth the requirements for the agreement between the District of Columbia Housing Authority ("DCHA") and Xerox Corporation ("Xerox") to cooperate in the effort as partners ("Partners") to assist in the Welfare to Work goals, by which the DCHA will provide individuals from the public housing community who will participate in DCHA job readiness programs to Xerox for consideration for placement in a Xerox open position identified by Xerox to the DCHA. "DCHA" includes all employees and agents of the DCHA. This Agreement does not obligate Xerox to obtain employment for any individual whom the DCHA recruits or refers to Xerox.

**II. Purpose**

The purpose of the Agreement is to:

- 1) Describe the goals of the Partners;
- 2) Define the role of DCHA;
- 3) Define the role of Xerox;
- 4) Identify tasks; and
- 5) Identify communications contacts for Xerox and DCHA.

**III. Goals**

The creation of employment opportunities at Xerox will give individuals identified by DCHA a chance at sustainable self-sufficiency. This will be accomplished by: 1) identifying available and appropriate employment opportunities at Xerox; 2) identifying individuals whom DCHA can recommend as ready to apply for such opportunities; 3) communicating arrangements for job placement between Xerox and DCHA; 4) counseling individuals on drug testing procedures; 5) providing individuals with pre-and post-employment supportive services type classes which include job readiness-training.

#### IV. Roles and Responsibilities

The following tables outline the roles and responsibilities of the parties to the Agreement.

	Task Description	Responsible Party
1	Identify sites for pre-employment training.	DCHA
2	Create outreach materials, such as flyers to be posted and sent to public housing residents to inform them of the program. Xerox will have the opportunity to provide input to the content of such materials.	DCHA & Xerox
3	Conduct visits to HOPE VI and other public housing developments for the purpose of communicating welfare to work opportunities. DCHA and Xerox will agree to the number of visits.	DCHA & Xerox
4	Conduct intake registration for pre-employment training program.	DCHA
5	DCHA will create a component of the pre-employment training, which addresses the workplace needs of Xerox, based on Xerox's input to DCHA on what those needs are. Xerox reviews the pre-employment training curriculum. This will include an introduction to the Xerox's drug testing and human resource policies.	DCHA & Xerox
6	Conduct pre-employment job readiness workshops designed to help individuals in the program to develop basic workplace skills such as interpersonal skills, flexibility, motivation, attendance, punctuality, etc.	DCHA
7	Provide DCHA with job descriptions of available entry-level positions.	Xerox
8	Identify individuals in the program for interviews with Xerox.	DCHA
9	Interview individuals who are referred to them by DCHA.	Xerox
10	Track progress of each individual through the program by holding periodic status report meetings between such individual and Xerox. Criteria for assessing the progress of the individual will be developed and applied to the individual by Xerox.	Xerox
11	DCHA will maintain database recording status of each individual in the program and provide such information to Xerox.	DCHA
12	Xerox will conduct orientation about the Xerox environment during one of DCHA's pre-employment training sessions.	Xerox
13	DCHA will continue life and job skills counseling for individuals who have been hired by Xerox.	DCHA
14	Xerox will conduct Xerox-specific job skills training for individuals hired by Xerox.	Xerox
15	DCHA will identify one person at DCHA designated to receive calls from Xerox program manager and/or other Xerox representatives to respond to their employment requests and/or other issues concerning individuals hired by Xerox.	DCHA
16	Xerox will identify one person at Xerox designated to receive calls from DCHA program manager to respond to his/her	Xerox

	employment requests and/or other issues concerning individuals hired by Xerox.	
17	Xerox will identify to DCHA Xerox locations accessible by public transportation to DCHA properties.	Xerox
18	Xerox will be responsible for communicating specific job information (i.e. location, hours of work, dress code) to individuals hired by Xerox.	Xerox

**V. Communications:**

The following persons will be primarily responsible for the communications between parties.

<b>Task</b>	<b>Xerox Contact</b>	<b>DCHA Contact</b>
Structure of Partnership	Art Corrales	John Simmons
Implementation of Memorandum of Cooperation (MOC)	Art Corrales	Greg Merropol
Implementation of training component of MOC	Art Corrales	John Simmons

**VI. Other Provisions:**

This Agreement becomes effective on December 21, 1999 and will expire on December 20, 2001. Either party may elect to terminate the Agreement upon 15 (fifteen) days written notice.

- (i) There are no fees associated with this Agreement.
- (ii) If, while under this Agreement, DCHA engages in the evaluation of requirements and bids on behalf of Xerox, DCHA agrees to promptly notify Xerox of any bidder in which DCHA has any financial interests, including stock ownership, or with which DCHA has any prospective, current or past employment relationship.
- (iii) This Agreement shall be interpreted and construed in accordance with the laws of the District of Columbia without regard to its conflict of laws principles. In the event of any conflict between this Agreement and any attachments hereto, the terms and conditions of this Agreement shall prevail. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be modified by a subsequent writing, duly executed by both parties hereto.
- (iv) During the term of this Agreement Xerox may, from time to time, communicate information to the DCHA, or the DCHA may learn or acquire certain information of Xerox in order to enable DCHA to effectively perform the services. DCHA and its employees and agents shall treat all such information as confidential whether or not so labeled or identified, and shall not disclose any part thereof without the prior written consent of Xerox. DCHA shall limit the use and circulation of such information even within DCHA's own organization, to the extent necessary to perform the services.
- (v) In the event, and to the extent, any negligent act of omission of Xerox or DCHA, or their respective employees, agents, or representatives causes (i) damage to or destruction of tangible property of third parties, and/or (ii) death or injury to any person, then such party shall indemnify, defend and hold the other party harmless from and against any and all claims, including reasonable attorney's fees and expenses, which are brought as a result, provided that the party to be indemnified gives the indemnifying party reasonable notice and the opportunity to defend.
- (vi) DCHA agrees that it shall not: (a) give or offer to give any gift or benefit to individuals that DCHA has referred to Xerox and Xerox has retained, (b) solicit or accept any information, data, services, equipment or commitment from said individuals unless specifically authorized in writing by Xerox management, (c) solicit or accept favoritism

from said individuals, and (d) enter into any outside business relationship with said individuals without full disclosure to, and prior approval of, Xerox management. As used herein: "Individual" includes members of the individual's immediate family and household, plus any other person who is attempting to benefit from his or her relationship to the employee. "Gift or benefit" includes money, goods, services, discounts, favors and the like in any form, but excluding low value advertising items such as pens, pencils, and calendars. "Favoritism" means partiality in promoting the interest of the DCHA over that of other organizations. Such activity by DCHA shall constitute breach of Agreement by DCHA and may further result in DCHA's debarment.

- (vii) It is the intent of the parties that during the full term of this Agreement, DCHA and Xerox shall be independent organizations, and nothing set forth herein shall be deemed or construed to render the parties as joint ventures, partners or employer or employee. Under no circumstances shall Xerox have any right or obligation with respect to any employee of DCHA, nor shall DCHA have any right or obligation with respect to any employee of Xerox.
- (viii) Regular meetings should be held between Xerox and DCHA contacts responsible for implementation of the Agreement at the local level to review issues, barriers and communications. If issues and barriers are preventing the success of the partnership and resolution of these issues and barriers appears insurmountable, either party may cancel the Agreement with 15 (fifteen) days written notice.

By signing below, the parties agree to the terms of this Agreement for a period of two years.

This Agreement may be extended by mutual agreement of the parties.

Signed by:

**The District of Columbia Housing Authority**

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David Gilmore  
Receiver

**Xerox Corporation**

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Art Corrales  
Manager, Community Outreach and Business Alliances