

**MEMORANDUM OF UNDERSTANDING BETWEEN  
TRANSFORM HAWAII GOVERNMENT,  
STATE OF HAWAII OFFICE OF ENTERPRISE TECHNOLOGY SERVICES, AND  
STATE OF HAWAII INFORMATION TECHNOLOGY STEERING COMMITTEE**

**Date:** \_\_\_\_\_

This Memorandum of Understanding (hereafter this “Agreement”) is entered into between the TRANSFORM HAWAII GOVERNMENT, a Hawaii nonprofit organization (“THG”), the STATE OF HAWAII OFFICE OF ENTERPRISE TECHNOLOGY SERVICES (“ETS”), and the STATE OF HAWAII INFORMATION TECHNOLOGY STEERING COMMITTEE (the “Steering Committee”) (collectively the “Parties”).

This Agreement memorializes the intentions and understanding of the Parties with respect to the development of a State Information Technology Strategic Plan (the “Strategic Plan”).

**I. BACKGROUND**

A. THG is a Hawaii nonprofit corporation that is recognized as exempt from tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended. THG’s corporate tax-exempt purposes include supporting the State of Hawaii’s efforts to transform government through improved business practices and continued investment in technology to benefit all people of Hawaii.

B. ETS provides governance for executive branch information technology projects and seeks to identify, prioritize and advance innovative initiatives with the greatest potential to increase efficiency, reduce waste, and improve transparency and accountability in state government. ETS is led by the State’s Chief Information Officer, who receives additional assistance and guidance from the Steering Committee.

C. The Steering Committee was established by Haw. Rev. Stat. § 27-43 to assist the State Chief Information Officer in developing the state’s information technology standards and policies. The Steering Committee’s members include individuals from the public and private sectors, each appointed by either the Hawaii State Senate, the Hawaii State House of Representatives, the Judiciary, or the Governor. THG’s Executive Director currently serves as one of the Steering Committee’s members. The State’s Chief Information Officer serves as the Chair of the Steering Committee.

D. House Concurrent Resolution No. 94 (2018) (the “Resolution”) requests that the Steering Committee, working in consultation with ETS and the Department of Accounting and General Services, develop the Strategic Plan, including data goals and objectives, and further that the Steering Committee submit the Strategic Plan to the the Hawaii State legislature no later than twenty days prior to the convening of the legislature’s 2019 regular session.

**II. INTENTION OF THE PARTIES**

A. Consistent with the Resolution, the Steering Committee intends to develop the Strategic Plan and timely submit it to the legislature.

B. THG intends to provide financial support of the Steering Committee and ETS in developing the Strategic Plan.

C. To accomplish the goals as set forth in the Resolution, THG intends to retain various consultants, including PlayBook Consulting Group, for services relating to the development and submission of the Strategic Plan.

D. Notwithstanding THG's financial support, the Parties intend that ETS, acting through the office of the Chief Information Officer, control all work performed to develop the Strategic Plan, including work performed by consultants.

### **III. UNDERSTANDING OF THE PARTIES**

In furtherance of the Parties' intentions as described above, it is the Parties' understanding that:

A. THG shall financially support the efforts of the Steering Committee and ETS in developing the Strategic Plan by:

1. Entering into a contract with PLAYBOOK CONSULTING GROUP as set forth in Exhibit A;

2. Assuming full responsibility to pay for the contract with PLAYBOOK CONSULTING GROUP; and

3. Entering into contracts with additional consultants, as determined to be necessary by THG, to support further development of the Strategic Plan, and assuming full responsibility to pay for these contracts.

B. To the extent that THG retains additional consultants as described in Section III.A.3 above, THG shall inform and provide ETS and the Steering Committee copies of these contracts.

C. ETS, acting through the office of the Chief Information Officer, shall be responsible for communicating with, working with, and providing direction to PLAYBOOK CONSULTING GROUP and other consultants retained by THG as described in Section III.A. above, with the support and assistance of the Steering Committee.

D. Prior to each payment from THG to PLAYBOOK CONSULTING GROUP as set forth in Exhibit A, THG shall meet with the Chief Information Officer or his designee to confirm PLAYBOOK CONSULTING GROUP's satisfaction of the requirements of its contract and eligibility for payment.

E. Following disclosure of THG's financial support of the development of the Strategic Plan, THG's Executive Director shall continue to participate fully in the Steering

Committee, including in its assistance to ETS and its development of the Strategic Plan, to the extent permitted by applicable laws and regulations.

F. THG, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, hereby conveys, grants, conveys, assigns, transfers, sets over and delivers unto ETS and the Steering Committee a non-exclusive license in all of the right, title and interest of THG in and to all work product developed pursuant to the agreement provided at Exhibit A, including all computer files, text, logos, designs, notes, flowcharts, drawings (electronic or otherwise), graphics, works in progress, prior drafts and versions, reports and other materials relating thereto, together with all model releases, property releases and other licenses and permissions relating thereto (such works and materials hereinafter collectively called the “Work”).

#### **IV. MISCELLANEOUS TERMS**

A. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties. Each party is responsible only for its own conduct.

B. This Agreement shall automatically terminate upon submission of the Strategic Plan to the legislature.

C. The Parties may revise or modify this Agreement only by written amendment executed by all Parties.

D. Each Party shall maintain as confidential all proprietary business information, trade secrets and all materials containing confidential business information provided to it by the other Parties. This provision IV.D shall survive termination of this Agreement.

E. The Parties may not assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of all other Parties, which shall not be unreasonably withheld.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii and all Parties agree that any action brought under this Agreement by any Party shall exclusively be brought in the state courts located in Honolulu, Hawaii, and no other.

G. This Agreement shall be effective when executed by all Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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The Parties have executed this Agreement as of the date set forth above.

TRANSFORM HAWAII GOVERNMENT

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By: Christine Sakuda  
Its Executive Director

STATE OF HAWAII OFFICE OF ENTERPRISE TECHNOLOGY SERVICES

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By: Todd Nacapuy  
Chief Information Officer

STATE OF HAWAII INFORMATION TECHNOLOGY STEERING COMMITTEE

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By: Todd Nacapuy  
Its Chair

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