

REQUEST FOR PROPOSALS

Cultural District Visitor Experience Planning Services

August 6, 2021



BALBOA PARK CULTURAL DISTRICT

REQUEST FOR PROPOSALS

Visitor Experience Planning Services

July XX, 2021

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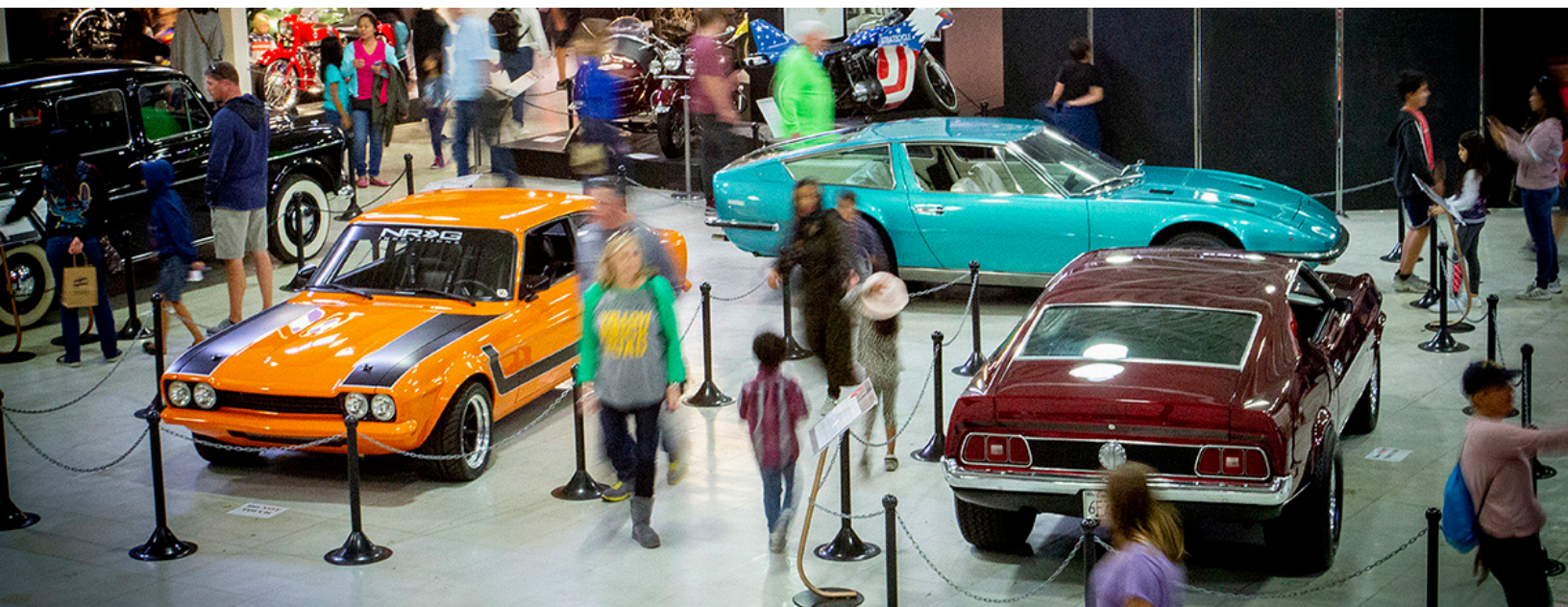
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San Diego Automotive Museum



The Balboa Park Cultural Partnership, in association with key public and private partners, is excited to announce the search for a talented experience planning team to develop a Visitor Experience Plan for Balboa Park's Cultural District. The selected team will be assisted by Balboa Park Cultural Partnership staff, member organizations, partners, and volunteers including an advisory board who will provide access to stakeholders and prior research, and facilitate the connections between the selected team and the larger San Diego bi-national region. A description of the Balboa Park Cultural Partnership, as well as partners for the project, can be found in Appendix A.

Historic Balboa Park

Balboa Park is a 1,200-acre historic urban cultural park sitting on the ancestral homeland of the Kumeyaay Nation in San Diego, California. The park was reserved as open space and originally called City Park in 1868, making it one of the oldest designated park sites in the United States dedicated to public recreational use. In addition to open space, areas of natural vegetation and extensive landscaping, gardens, walking and bike paths, roadways and parking areas, the park contains numerous museums, performing arts venues, and the world-famous San Diego Zoo. There are also many recreational facilities, gift shops and restaurants within the boundaries of the park.

In the early 1900's, an area of the park was developed to host the 1915-16 Panama-California Exposition, to celebrate the opening of the Panama Canal and welcome a new wave of European tourists who would be visiting. A Spanish Colonial architectural theme was created for the buildings throughout the campus. A second exposition called the California Pacific International Exposition was held in 1935-36, further expanding the buildings with Art-Deco architecture. Both events left a campus of architectural landmarks, and after the expositions the city sought to repurpose these venues by making them available to Arts and Culture organizations.

Today the sites of the expositions host nineteen museums and cultural centers, eight performing arts organizations/venues, the San Diego Zoo, plus a variety of recreational, entertainment and cultural opportunities. Over many decades the Park has established an enviable list of permanent, independently planned and operated experiences, amenities, and activities all for the long-term benefit of the people of our bi-national region and in 2017, the State of California designated the area of the former expositions as a California Cultural District.

The State of California designates California Cultural Districts as places that “highlight the cultural legacy of our state’s most valuable resource—its diversity. From larger, urban areas to uncharted rural locations, each district helps grow and sustain authentic arts and culture opportunities, increase the visibility of local artists, and promote socio-economic and ethnic diversity through culture and creative expression.”

The Cultural District within Balboa Park is a unique area densely packed with nonprofit arts, science, history and culture organizations, artists, historic buildings, and gardens (more detail about the Cultural District can be found in Appendix A). Arts, science, history and culture are the backbone of the Cultural District. Experiences that connect people to these topics are intended to engage visitors to the highest expressions of human creativity and achievement, and inspire them to pass on a legacy of the past while stimulating new expressions of human striving. The park’s nonprofits, supporting partners, and the City of San Diego are collectively responsible for ensuring that the Balboa Park Cultural District provides a relevant and meaningful Arts and Culture experience, now and into the future.

San Diego Air and Space Museum



To achieve this, Cultural District stakeholders realize that two critical issues must be addressed, the disparate unconnected nature of the multiple visitor experiences and the barriers that prevent the Cultural District from being embraced by all of San Diego as a bi-national region. Each of these issues has its roots in the history of the Cultural District itself.

The expositions of 1915 and 1935 were designed as integrated event experiences utilizing a large campus of venues. In fact, the 1915 Exposition published a guidebook which suggested how visitors should best experience the event. In the 85 years, since the city made the buildings in the Cultural District available to Arts and Culture organizations, the idea of an integrated or designed experience was lost. Today, instead of engaging in a cohesive, designed experience as was the case with the expositions, the majority of park visitors enjoy attributes of the park piece by piece – going to see a play, or visiting an art exhibition, or walking through the gardens. With this approach, many visitors only experience the Cultural District in parts, and rarely find linkages or connections between separate experiences that create a more fulfilling experience. For the Cultural District to reach its potential we need to pursue an integrated visitor experience which links and leverages the numerous individual experience opportunities into a truly unique San Diego cultural experience.

Similar to how the Cultural District formed impacted the nature of the visitor experience, history has dictated who has the opportunity for representation within the Cultural District. From the 1915 Exposition's founding when Kumeyaay people living in the Park were relocated to make way for an "Indian demonstration village" of Native Americans from the Pueblo tribes of AZ and NM there has been a history of exclusion that has separated the Cultural District from many of the communities it exists to serve. The existing experience has been driven by those with cultural, economic and social capital rather than by the totality of the community. Only by seeing a visit to the Cultural District through the diverse eyes of all of the peoples of San Diego will we be able to create a visitor experience that is meaningful for all in our bi-national region and beyond.

To address these two issues the Cultural District partners and stakeholders wish to develop a Visitor Experience Plan that incorporates, heightens and optimizes the current elements found within the Cultural District, while incorporating new opportunities to arrive at an integrated, inclusive, uniquely San Diego visitor experience.

The Visitor Experience Plan project will achieve the following:

Establish a visit to the Balboa Park Cultural District as a defining experience.

The primary outcome of this project is a plan for the development of a unique and exceptional visitor experience. While we understand that some improvements will take some time to implement, the recommendations will set us on a path towards creating an experience that redefines expectations for a cultural district.

Enshrine the Balboa Park Cultural District as a space that is reflective of, welcoming to and meaningful for all who call our region home as well as tourists, advancing Inclusion, Diversity, Equity, and Access (IDEA) in the Cultural District.

As a core process for ensuring IDEA practices, the Cultural Partnership has assembled a Cultural District Advisory Board composed of diverse representatives from San Diego’s communities. The selected team will be required to engage with the board and its networks to ensure that this objective is met. A further definition of IDEA developed by Balboa Park staff and volunteers is provided in Appendix A.

Ensure that the plan and vision is sustainable by maximizing the return for the providers of experiences.

Whether it’s an interaction with a large nonprofit museum or with a street vendor with a cart the individual offerings that contribute to the overall experience are provided by a wide range of entities. Ensuring that experience providers receive maximum returns, will ensure that the quality, frequency, and interconnectivity of experiences in the Cultural District can be maintained.

Integrate with, support and leverage other Park-wide planning efforts including the Framework for the Future, Balboa Park Placemaking, and Balboa Park Wayfinding initiatives.

There are a variety of park partners and supporters with diverse interests and focuses. As such, it is expected that there will be concurrent plans in various stages of development and/or implementation. Notable are the efforts from the Parks and Recreation department with the Framework for the Future, and Forever Balboa Park with two efforts for improving placemaking as well as wayfinding. More detail about each of these can be found in Appendix A.

Museum of Photographic Arts



In close association with the Balboa Park Cultural Partnership and its partners, the selected team will be responsible for delivering the following:

An assessment of existing visitor experience including strengths, gaps and opportunities for improvement.

Before creating the subsequent deliverables, the selected team will assess the existing visitor experience, depth of audience engagement and identify existing practices and systems related to access, equity and inclusion that separate the current Balboa Park Cultural District from the varied communities of our San Diego bi-national region. This assessment will form a basis for change and influence subsequent deliverables. Elements of this assessment will include:

- A comprehensive inventory of existing amenities, attractions and experiences that can be leveraged in creating the visitor experience.
- An IDEA assessment based in authentic community listening. It is expected that the selected team will hold a series of listening sessions in communities across the Cultural District's service area. These sessions will inform the assessment and identify new ways to engage the San Diego bi-national region's diverse communities.
- Stakeholder input sessions. The selected team will be expected to engage a cross-section of current and potential experience providers and park stakeholders to identify issues and opportunities to inform the assessment.

Recommendations on best use and integration of existing visitor opportunities as well as identification of new offerings.

Emphasis should be placed on recommendations that serve to increase use of the Cultural District by both the bi-national region and tourists with a special emphasis on increased utilization of existing cultural attractions. Throughout the process the client will be assessing the selected team's work and interim submittals through its IDEA priority lens. As such recommendations will include specific items addressing identified IDEA issues.

Creation of Integrated Visitor Experience Plan(s) including representative visitor journeys.

The selected team will develop a vision for the visitor experience within the Cultural District incorporating existing inventory, potential additions and key recommendations. This vision will present a world-class visitor experience, engage the full breadth of San Diego's bi-national region and be economically sustainable by optimizing the return for providers. The Visitor Experience plan will consider seasonal nuances and extend to three modes of operation; the Daytime Visitor Experience, the Nighttime Visitor Experience and the Special Event Visitor Experience. Each version of the plan will include the identification and description of key visitor personas to meet the needs of current and potential visitors. The review of these personas will map visitor journeys pre, during, and post-park visit across each of the modes of operation.

As part of the process the selected team will be required to assess each of its recommendations in the plan and present to the Client the explicit steps and elements included within the plan that will serve to improve the access, equity and inclusivity of the visitor experience.

Implementation Plan and recommendations for cultural experience planning processes long-term.

With the development of a shared definition of what the visitor experience within the Cultural District will be, we can begin bring that vision to reality. Dipping once again into the data collected and information reviewed for prior deliverables, the selected team will identify tactical opportunities to achieve the defined visitor experience and prioritize them based on capacity and impact, allowing work on some “quick wins” as well as medium and long-term projects. Additionally, the plan will identify people/organizations that are best positioned to bring together the talent and resources needed to accomplish each tactic.

Another key component of executing the planning effort is a recommendation for a continued planning process for cultural experiences moving forward. Cultural experiences in Balboa Park will come and go, as will changes to culture and society over time; therefore planning documents must be “living” and a review and implementation process should be established in order to reflect visitor needs and wants and ensure that the experience plan compliments other new or existing park planning. This outcome may identify a governance group or process for review and decision-making, and make recommendations for periodic updating of the experience planning documents and processes. Most critical is ensuring that future planning processes maintain focus on inclusiveness and equity, in both the people participating in the process as well as the people affected by the planning outcomes.

WorldBeat Center



Respondent Attributes

Given the dual nature of the challenge presented by the project, respondents are encouraged to submit collaborative proposals allowing them to assemble a team which can demonstrate:

- A history of demonstrated success in developing visitor experience plans for large destinations
- A successful track record of authentic community engagement and application of the learnings therefrom to outcomes
- A deep knowledge of our bi-national region's demographics, history, and culture
- A project team with diverse backgrounds, viewpoints, and representation
- A commitment to Inclusion, Diversity, Equity, and Accessibility at all levels and in all ways
- A history of working collaboratively across public and private entities, including municipalities and nonprofits, advisory committees, and more

Previous Client References and Examples of Relevant Work

Responding teams will be required to provide no less than three examples or case studies of previous visitor experience planning work including community engagement efforts, along with client references including contact information. Examples will describe client goals, demonstrate processes for stakeholder or public input based on IDEA principles, concept development, and success metrics to goals.

Project Management

Responding teams will provide biographical information of all staff assigned to the project including resumes for key personnel and functions/role for each individual.

Description of proposed work, approach and deliverables

Responding teams will demonstrate understanding of the project by providing a description of their vision and strategic approach to the scope of work. Respondents are encouraged to make suggestions to amend the scope of work to achieve the project goals. Proposals will be evaluated based on the proposer's understanding of the project objectives and ability to demonstrate a process that will achieve the desired outcomes.

Notwithstanding the above, for each element within the Scope of Deliverables, responding firms will:

- Provide detailed descriptions of the processes proposed to complete included tasks
- Define timeline and proposed deliverables necessary to convey outcomes to client
- Identify support expected from client for the successful development of each element.

Project Schedule

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Responding teams will provide a detailed work schedule identifying client meetings and key milestone dates including time frames for each major activity.

Fee Proposal

Respondents should include a “not to exceed” figure based on the scope of work proposed including a schedule of expenses associated with each scope element. Reimbursable expenses will be included as a separate “not to exceed” figure along with a methodology for billing of the same.

Additional Proposal Guidelines

Proposals shall be submitted in writing and in MS Word, PowerPoint, or PDF format, with examples of work in PowerPoint or PDF format. Electronic copies may be submitted on hard or flash drive, or through download of a link provided in e-mail. The Cultural Partnership will not accept any faxed proposals or oral submissions.

This is an open and competitive process.

Non-Disclosure

The Cultural Partnership requires all firms responding to this RFP to sign and return the form found in Appendix B: Mutual Confidentiality Agreement.

Fees and Contract Terms

It's important for us to know what your terms may be for our relationship, and related project costs. Based on the Scope of Deliverables described above, provide a detailed list of your fees. The price and requirements you quote should be inclusive. If your price or requirements exclude certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. If you wish to submit alternate solutions or suggest a modified scope of work, please do so.

In addition, please provide a sample of your standard contract terms. The Cultural Partnership may require:

The right to audit to maintain transparency in the management of our account
Net-30 payment structure for all invoices

Timeline

Proposals are due no later than 5:00 p.m. PST on September 17, 2021. Proposals will be evaluated immediately thereafter. We may request through email or a follow-up phone interview any clarification of items in your proposal.

Should your group be a finalist for consideration, you will be notified and will be requested to make a formal presentation, which should include your examples of work, in person in Balboa Park or by Zoom. The person that would ultimately be in charge of handling

the project should be one of the primary presenters.

The winning firm will be selected no later than September 24, 2021. Date of first service will be negotiable, with completion of the project as outlined in the Scope of Deliverables on an agreed upon date.

Botanical Building and Lily Pond



A-1: About the Balboa Park Cultural Partnership, Partners and Stakeholders



The mission statement for the Balboa Park Cultural Partnership is as follows:

Advancing Balboa Park cultural organizations through collaboration and advocacy.

Started as a way to open the lines of communication, share information, and cut costs among park nonprofits, the Balboa Park Cultural Partnership has stimulated a new way of doing business in Balboa Park. The Cultural Partnership is a model for multi-organizational collaboration that empowers 26 arts and cultural organizations to collectively advance shared interests with innovative solutions.

The Cultural Partnership's board of directors is made up of the executive directors of the arts and culture organizations of the Park, ensuring that collaboration is the backbone of the organization. The Cultural Partnership provides the scaffolding to support individual nonprofits in their own success, and advances the collective success of the Park through efforts such as improving professional practices by providing professional development opportunities for Park staff; reducing costs by collectively leveraging talent and resources; strengthening sustainability by supporting LEED building projects; engaging the broader community through the Explorer Pass program which offers unlimited entry to museum's year round; and, by providing free museum access to families in need through the Community Access Program and Military Access Pass program. The Balboa Park Cultural Partnership is proud to collaborate with members, partners, and the City of San Diego on this variety of programs and more which help us to achieve our foremost goal: ensuring the organizations within Balboa Park remain strong and prominent arts, science, and culture destinations.

Our primary stakeholders are the boards, staff and volunteers at the arts and culture institutions in the Park. This includes an estimated 3,500 employees, 7,000 volunteers, and over 500 trustees. Because we work to enhance the strength, sustainability, and success of each of these organizations, our secondary audience are those individuals who visit the Park's Cultural District; this includes roughly 7.6 million people per year with a mix of local residents and regional, national, and international tourists.

The Balboa Park Cultural Partnership members include the following nonprofit organizations:



Important Partnerships for the Balboa Park Cultural District

In addition to the role of the Cultural Partnership, there are key partners that facilitate operations and communications for the Cultural District, as well as other areas of the Park.

The City of San Diego - Balboa Park is a city park, and ultimately the long-term responsibility for the buildings and grounds fall to the city. Not only is the city a landlord to the nonprofits in the park, a majority of infrastructure improvements, upkeep of the outdoors spaces, and more are funded from city budgets. The Parks and Recreation division has the most daily responsibility in maintaining and managing much of the Cultural District outdoor spaces, including grounds keeping and patrol by Park Rangers.

In addition to the city employees, there is an official Balboa Park Committee composed of community stakeholders. This group meets monthly to review park projects and activities, and advises the office of the Mayor for making decisions regarding park management.

Forever Balboa Park - This organization is a major partner for the City of San Diego, with a focus to sustain the park's legacy, enhance its many assets, and collaborate with park stakeholders to envision and execute future plans to benefit both residents and visitors. They bring resources to the park as a convener and organizer, raising funds and cultivating volunteers to realize and activate projects, programs and services for the best interests of the park and the greater San Diego community. Forever Balboa Park runs the historic Balboa

Park Carousel as well as the Balboa Park Visitors Center in the House of Hospitality, both high-traffic amenities and attractions within the Cultural District. Examples of work include urban forestry, park improvement projects like signage and wayfinding, restoration of the Botanical Building, public placemaking, and management of a parkwide volunteer program.

Balboa Park Online Collaborative - This nonprofit provides technical infrastructure support in the park, including maintaining and monitoring the Cultural District's free wifi network. Most critically, the Online Collaborative maintains the Park's main web portal for visitors - balboapark.org.

San Diego Tourism Authority - As the foremost sales and marketing organization for San Diego's tourism business, the SDTA has been increasingly integrated in efforts around communication and promotion of Balboa Park and the Park's Cultural District. Balboa Park is among San Diego's top 10 tourist destinations.

Committee of 100 - This group is project-focused, raising funds for specific projects in the Cultural District that restore buildings and amenities to their former exposition condition.

Balboa Park Cultural District Advisory Board - Recently the Cultural Partnership formed an advisory board as a way to broaden connections throughout the communities of the San Diego bi-national region and ensure that planning for the Cultural District is reflective of our local heritage and culture. In relationship with the Experience Planning effort, this board will participate in selecting a firm, then engage heavily with the selected company to fulfill the IDEA aspects of the experience planning work. (INCLUDE LINK TO BOARD PAGE)

A-2: Additional detail about the Balboa Park Cultural District

A cultural district will attract artists, creative entrepreneurs, and cultural enterprises, stimulate economic development and support entrepreneurship in the creative community, encourage the preservation and reuse of historic buildings and other artistic and culturally significant structures, foster local cultural development, provide a focal point for celebrating and strengthening the unique cultural identity of the community, and promote opportunity without generating displacement or expanding inequality.

Primarily focused in the area known as Central Mesa, Balboa Park's Cultural District features an incredible array of people and assets that deliver a variety of cultural experiences unmatched in our region. Some venues and experiences not within this geographic footprint also reflect San Diego's culture and can be considered as happening within the district, for example the Marston House Museum on West Mesa. Following is a map with key that highlights a majority of points of interest within the Balboa Park Cultural District.

The map on the next page depicts the Balboa Park Cultural District, and many of its attributes. Not shown are food service and shopping amenities.


BALBOA PARK CULTURAL DISTRICT Overview Map

The Cultural District footprint was largely influenced by the expositions of 1915 and 1935. Today the area represents an incredible array of arts, science, history, and cultural experiences.



MAP KEY

Visitor Services

- 14 House of Hospitality
- Visitors Center
- Explorer Pass Office
-  Tram Stop

Museums and Performing Arts Organizations

- 4 Spanish Village Art Center
- 5 Marston House Museum
- 6 The Old Globe
- 7 Museum of Us
- 10 House of Charm
- San Diego Art Institute
- Mingei International Museum
- 11 San Diego Museum of Art
- 12 Japanese Friendship Garden
- 13 Timken Museum of Art
- 16 Casa del Prado and Theatre
- San Diego Youth Symphony
- San Diego Youth Ballet
- San Diego Junior Theatre
- 17 Casa de Balboa
- Museum of Photographic Arts
- San Diego History Center
- San Diego Model Railroad Museum
- 19 San Diego Natural History Museum
- 20 Fleet Science Center
- 27 Marie Hitchcock Puppet Theater
- 28 San Diego Automotive Museum
- 29 Centro Cultural de la Raza
- 30 WorldBeat Center
- 32 Veterans Museum at Balboa Park
- 33 ComicCon Museum (future)
- 35 Save Starlight (Starlight Bowl)
- 36 San Diego Air and Space Museum

Attractions and Performance Venues

- 1 San Diego Zoo
- 2 Balboa Park Miniature Railroad
- 3 Balboa Park Carousel
- 23 Spreckels Organ Pavilion
- 24 House of Pacific Relations

Public Botanical Spaces

- 8 Palm Canyon
- 9 Alcazar Garden
- 15 Botanical Building and Lily Pond
- 18 Moreton Bay Fig Tree
- 21 Native Plant Garden
- 22 Inez Grant Parker Memorial Rose Garden
- 26 Kate Sessions Cactus Garden

Public Buildings and Centers

- 25 Balboa Park Club
- 27 Recital Hall
- 31 Balboa Park Activity Center
- 34 Municipal Gym

A-3: Defining Inclusion, Diversity, Equity, and Accessibility for the Cultural District

During the first half of 2021 the Cultural Partnership, in conjunction with the Park's IDEA working group and as a One Park - One Team initiative, invited staff and volunteers park-wide to participate in a process to define what IDEA means in the context of the Cultural District. XX participants from more than XX organizations contributed to the effort. Following is the outcome of the definition process.

<<ADD IDEA DEFINITION>>

A-4: Link to resources documents

As a historic city park, Balboa Park has been the subject of many plans and studies throughout history. We have assembled many of the most current documents to assist with planning efforts; most notable are the current Master Plan, the Central Mesa Precise Plan, and XXX.

You will find pdf files with the link below.

LINK TO RESOURCE LIBRARY

A-5: Concurrent planning efforts

Framework for the Future

Add

Placemaking

Add

Wayfinding

Add

Effective Date: _____

This Agreement is made by and between the Balboa Park Cultural Partnership (“BPCP”), having a principal place of business at 1549 El Prado, Suite 4, San Diego, California 92101 and, a(n) individual, partnership, corporation (check the appropriate box), having a principal place of business at _____ (the “Other Party”).

1. Definition of Confidential Information. “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information. “Confidential Information” also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the other party’s business. Such information disclosed by the disclosing party (“Discloser”) will be considered Confidential Information by the receiving party (“Recipient”), only if such information is conspicuously designated as “Confidential”, or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. Nondisclosure and Nonuse Obligation. Each of the parties agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of the other party to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the other party, and any purpose the other party may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Each of the parties agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises reasonable care to protect its own Confidential Information. If either party is not an individual, such party agrees that it shall disclose Confidential Information of the other party only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Each party’s obligations under Paragraph 2 (“Nondisclosure and Nonuse Obligations”) with respect to any portion of the other party’s Confidential Information shall terminate when the party seeking to avoid its obligation under such Paragraph can document that: (i) it was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; (ii) it was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (iii) it was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; (iv) it was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; or (v) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

4. Ownership of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to one party by the other, and which are designated in writing to be the property of such party, shall remain the property of such party and shall be returned to it promptly at its request, together with any copies thereof.
5. Independent Development. Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Discloser's Confidential Information.
6. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
7. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
8. No Export. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.
9. Term. This Agreement shall govern all communications between the parties that are made during the period from the effective date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that each party's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to Confidential Information of the other party which it has previously received shall continue in perpetuity unless terminated pursuant to Paragraph 3 ("Exclusions from Nondisclosure and Nonuse Obligations").
10. No Assignment. The Other Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company.
11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.
12. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.
13. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
14. Waiver. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.
15. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to BPCP for which there will be no adequate remedy at law, and BPCP shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

16. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Balboa Park Cultural Partnership

By:

Name:

Title:

Date:

“Other Party”

By:

Name:

Title:

Date:



BALBOA PARK

CULTURAL PARTNERSHIP

Collaborative for Arts, Science & Culture