

RESOLUTION 2016-079
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUPPORTING AND APPROVING THE STATEMENT OF
COLLABORATION BETWEEN THE CITY OF FORT COLLINS
AND FUTURE VENTURE CAPITAL CO. LTD. (FVC)

WHEREAS, on June 2, 2015, the City Council adopted Resolution 2015-059, approving and adopting the City's Economic Health Strategic Plan (the "2015 EHS Plan"); and

WHEREAS, the 2015 EHS Plan identifies support for the innovation and entrepreneurial ecosystems that build new and creative industries, along with collaboration with economic health partners, as strategic priorities; and

WHEREAS, the 2015 EHS Plan encourages the development of new and enhanced capital access tools for entrepreneurs and cutting-edge companies to retain, develop, and recruit innovative startups and businesses; and

WHEREAS, the City and Future Venture Capital Co. Ltd. ("FVC") recognize the mutual business, educational and other interests they have related to the City's 2015 EHS Plan and FVC's mission; and

WHEREAS, the City and FVC have expressed an interest to voluntarily interact and cooperate for their mutual benefit and the entities they represent; and

WHEREAS, the City and FVC have mutual interests in supporting this opportunity to promote and educate students, faculty, researchers, investors, and entrepreneurs in Colorado, Japan, and beyond; and

WHEREAS, the City and FVC also have mutual interest in contributing to economic development through the execution of a statement of collaboration to facilitate knowledge transfer, technology transfer, entrepreneurship, and, investment in Fort Collins, Colorado, Japan, and other places.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby supports and approves the Statement of Collaboration between the City and Future Venture Capital (FVC) attached hereto as Exhibit "A", and the Mayor is authorized to sign it on behalf of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 4th day of October, A.D. 2016.

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Mayor

ATTEST:

W Winkelmann
City Clerk



September 2016

Statement of Collaboration
 between
Future Venture Capital Co. Ltd.
 and
City of Fort Collins Government

This Non-Binding Statement of Collaboration, effective as of the last date in the signature section below (the "Effective Date"), recognizes the mutual business, educational and other interests related to the missions of the *Future Venture Capital Co. Ltd. ("FVC")*, Karasuma-Chuo Building, 659 Tearaimizu-cho Nishikikoji-ageru Karasuma-dori, Nakagyo-ku Kyoto City, Kyoto 604-8152, Japan and the *City of Fort Collins, Colorado government entity, 300 LaPorte Ave., Fort Collins Colorado 80521, USA ("FC")* (individually the "Party" and collectively the "Parties").

- Both Parties have expressed an interest to voluntarily interact and cooperate for the mutual benefit of the Parties and entities they represent.
- Both Parties have mutual interests in supporting this opportunity to promote and educate students, faculty, researchers, investors, and entrepreneurs in Colorado, Japan, and beyond.
- Both Parties also have mutual interest in contributing to economic development through the execution of agreements to facilitate knowledge transfer, technology transfer, entrepreneurship, and, investment in Fort Collins, Colorado, Japan, and other places.
- The City of Fort Collins Strategic Plan identifies support for the innovation and entrepreneurial ecosystems that build new and creative industries, along with collaboration with economic health partners, as strategic priorities.
- The City of Fort Collins Economic Health Strategic Plan encourages the development of new and enhanced capital access tools for entrepreneurs and cutting-edge companies to retain, develop, and recruit innovative startups and small businesses.

Scope

This Statement of Collaboration is to encourage voluntary non-binding interaction and cooperation to promote the mission and activities of the Parties. The activities include:

- To the extent agreed by the Parties, Parties will seek opportunities for collaborative activities.
- To the extent requested by FC and accepted by FVC, FVC will seek opportunities to assist FC's entrepreneurial, commercialization and other related activities such as those expressed in the FC Economic Health Strategic Plan.
- To the extent requested by FVC and accepted by FC, FC will seek opportunities to assist FVC in its operations.
- Neither Party is obligated to expend any fund or other resources in implementation of projects or activities in connection with this collaboration.



Conflict of Interest

Parties acknowledge that real, perceived or potential conflict of interest in connection with this document may exist or develop. If a conflict is reasonably deemed to be not manageable, either Party may terminate this Statement of Collaboration with or without a cause.

Limitations and Liability

Each Party shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees. No Party is obligated to indemnify the other Party or to hold the other Party harmless from costs or expenses incurred as a result of such claims, and each shall continue to enjoy all rights claims, and defenses available to it under the law.

Relationship of the Parties

Each Party is a separate and independent legal entity and is not related to the other Party in any manner. Without limiting the generality of the foregoing, no Party will be deemed to be the employee, representative, agent, joint venture, or partner of the other Party for any purpose. Neither Party has the authority to bind the other Party or to incur any liability on behalf of the other Party unless otherwise executed by a separate written agreement and approval by both Parties.

No Other Rights:

No rights or obligations other than those expressly recited herein are granted from one Party to the other Party or may be implied by this Statement of Collaboration. Nothing in this document constitutes a license or other transfer of rights by one Party to other Party of its intellectual property rights.

Term and Termination:

This document shall continue in full force and effect until earlier of (i) three (3) years from the Effective Date, or (ii) by a Party with or without cause, upon thirty (30) days written notice to the other Party.

Future Venture Capital Co. Ltd. (FVC)

City of Fort Collins (FC)

By: Naoto Matsumoto
Name: Naoto Matsumoto
Title: President and CEO

By: _____
Name: _____
Title: _____

Date: 9/26/2016

Date: _____