

HARVARD UNIVERSITY

OFFICE OF GOVERNMENT, COMMUNITY
AND PUBLIC AFFAIRS

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MEMORANDUM

Date: April 2, 2004

To: Alan Stone, Nancy Maull, David Zewinski, Julie Englund, Sally Zeckhauser, Ann Berman, Robert McGaw, Tanya Iatridis, Kathy Spiegelman, Tim Cross, Tom Vautin

From: Mary Power

Subject: Transmittal of final copies of the Memorandum of Understanding between Harvard University and the Agassiz Neighborhood regarding future development in Harvard's North Campus and attached Implementation Agreement #1

For your information, both original (signed) copies and facsimile copies of the Memorandum of Understanding are being distributed as follows:

Original documents:

Office of the General Counsel
Property Information Resource Center (2 copies)
Secretary to the Corporation
Faculty of Arts and Sciences
Harvard Law School
VP of Government, Community and Public Affairs
VP Administration
VP Finance

Robert McGaw
Lisa Plato
Marc Goodheart
Nancy Maull
Julie Englund
Alan Stone
Sally Zeckhauser
Ann Berman

Agassiz Neighborhood Council (three copies)

Terry Delancey

Facsimile copies:

Signatories

Agassiz Representatives:

Joel Bard
William Bloomstein
Miriam Goldberg
Ellen Friedman

Agassiz Co-Chairs:

Andrea Walsh
Burton Doo

Harvard Representatives:

Nancy Maull, Dean for Administration, FAS
David Zewinski, Associate Dean, FAS

Julie Englund, Dean for Administration HLS
Alan J. Stone, VPGCPA
Mary Power, Sr. Director Community Relations
Thomas Lucey, Director Community Relations

President and Fellows:

Sally Zeckhauser, VPA
Ann Berman, VPF

Harvard Planning+Allston Initiative:

Kathy Spiegelman
Tanya Iatridis

Harvard Divinity School:

Tim Cross

Harvard University Operations:

Tom Vautin

MEMORANDUM OF UNDERSTANDING

*Between Harvard University and the Agassiz Neighborhood
Creating a New, Mutually-Beneficial Relationship
Regarding Future Development in Harvard's North Campus*

Dated as of March 1, 2004

STATEMENT OF INTENT AND SCOPE:

The intent of this Memorandum of Understanding ("MOU") is to frame and memorialize a mutually beneficial relationship between the Agassiz Community ("Agassiz") and Harvard University¹ ("Harvard") regarding future development within Harvard's North Campus as indicated on the attached comprehensive North Campus map. Harvard Law School development, Harvard Divinity School projects, parking facilities, and Faculty of Arts and Science projects in the North Campus are covered by this MOU. This MOU describes how Agassiz can be assured of benefit, and how Harvard can be assured that it can meet its academic mission through the development and use of its North Campus.

This MOU assures that there will be broad, direct, and ongoing consultation between Harvard and Agassiz regarding significant North Campus development projects. In addition, there will be broad consultation, and review by permit granting authorities on projects as appropriate. Both parties recognize the authority and jurisdiction of various City agencies and permit granting authorities. The objective of this MOU is to address the impact of construction and, therefore, it sets out to address issues specific to the adjacent Agassiz Community without infringing on or substituting for the jurisdiction of permit granting and review boards and commissions in the City, the purposes of which and responsibility of are distinct and different. There will be separate agreements for each group of projects including:

1. For the first three FAS Buildings: Biological Infrastructure, the Laboratory for Interface Science and Engineering, and the North/West Science Building
2. For Harvard Law School development
3. For future FAS and Harvard Divinity School buildings

It is envisioned that Harvard and the Agassiz Community will define how the goals of this MOU will be met for future project groupings through a continuing relationship and the creation of a "Working Committee." This Working Committee will be responsible for creating the mutually satisfactory Implementation Agreements and then making sure that they are implemented by both parties.

PRINCIPLES OF THE RELATIONSHIP:

Harvard and Agassiz are interfacing neighbors. Since 1998, Harvard and Agassiz have been actively engaged in active and productive conversations about how Harvard can use its North Campus (refer to comprehensive North Campus map attached) to meet academic needs while also preserving and,

¹ The corporate name of Harvard University is "President and Fellows of Harvard College."

when possible, enhancing the character of the North Campus/neighborhood edge. More recently, over the past several years, as Harvard has reached out to Agassiz regarding plans for building in the North Campus, Agassiz has expressed its clear view that Harvard's building projects can be supported if any adverse impacts are mitigated and benefits are provided.

This MOU further describes and supports a continued cooperative relationship between Harvard and Agassiz. It establishes a mechanism by which Harvard and Agassiz can keep each other informed of activities that affect the other and a procedure through which they can harmoniously advance their respective interests and development projects. It is built on the foundation of shared benefit, shared interests, and shared gain.

Specifically, this MOU establishes a relationship through which the Agassiz Community can be assured of benefit, Harvard can be assured that individual projects will be supported by Agassiz and the following objectives can be achieved:

- ***Mutuality of Benefits and Interests*** – This MOU is based on the shared view that Harvard's development of its North Campus can be achieved in a way that is beneficial to both Harvard and Agassiz. In order to ensure shared gains, Agassiz has proposed, and Harvard agrees, that the relationship will link mitigation and benefits to approvals of specific projects.
- ***Predictability and Flexibility*** – Both Agassiz and Harvard will benefit from increased predictability that respects the need for flexibility during the planning process. This MOU will help ensure that both Agassiz and Harvard will gain a measure of certainty regarding development of each project in the North Campus, respecting, at the same time, the need for flexibility during the planning process. Through this MOU, a continuing relationship is formed that will help Harvard and Agassiz resolve future issues and questions.
- ***Accountability*** – All of the Agassiz and Harvard representatives herein assert that they are authorized to represent, and are accountable to, their respective communities. Agassiz representatives have undertaken a multi-year process of polling, reporting, and engaging Agassiz to be able to represent community-wide interests. Harvard has undertaken a coordinated planning process through which individual projects by different schools and cumulative impacts are analyzed.
- ***Standing*** – To ensure that this MOU endures and achieves its goals, Agassiz and Harvard have established its validity and standing through a broad process of communication and consultation.

FOUNDATION OF COOPERATION:

Agassiz and Harvard have established their willingness to work with each other. By unanimous vote, Agassiz agreed to accept, as a part of its "ACID Wish List," Harvard's projected North Campus build-out of a total of 1,600,000 new square feet – including up to 500,000 square feet of replacement space for demolished space – between both major areas of the North Campus (the Oxford and Hammond Street edges and the Fiverett Street Massachusetts Avenue edges). Also, while Agassiz has expressed its strong preference for the Oxford Street Museums to remain in their current location, with the same unanimous vote, Agassiz agreed that it would respect Harvard's need

to be flexible in the future and would not oppose relocation of the Museums, should there be an academic need to do so.

Similarly, Harvard has taken steps that reflect its willingness to work with Agassiz and respond to issues that have been raised. Harvard has embarked on a planning process for the North Campus to put near-term projects in the context of potential long-term planning objectives. For example, in response to Agassiz's concerns regarding future traffic impacts, Harvard has been working with Agassiz and City departments on a Comprehensive Traffic Study to identify and mitigate long-term traffic impacts that Harvard's proposed development might have on the abutting neighborhood streets.

IDENTIFICATION OF THE PARTIES:

Agassiz and Harvard have each identified individuals to serve as representatives in shaping this MOU. Agassiz and the Agassiz Neighborhood Council ("ANC") have selected a group to serve as their representatives. Currently, these individuals are: William Bloomstein, Joel Bard, Ellen Friedman, and Miriam Goldberg. These individuals may be replaced at the discretion of the ANC.

Selected by Harvard to serve as their representatives are: Alan J. Stone, Vice President for Government, Community and Public Affairs; Julie Englund, Dean for Administration Harvard Law School; Nancy Maull, Dean for Administration Faculty of Arts and Sciences; David Zewinski Associate Dean Faculty of Arts and Sciences, Mary Power, Senior Director of Community Relations and Tom Lucey, Director of Community Relations, Cambridge.

PROCESS TO ARRIVE AT AGREEMENT:

This MOU is the product of discussions taking place over 15 meetings beginning on April 14, 2003, and is further informed by extensive outreach taking place over the past year. Recent Harvard-attended community meetings regarding North Campus development and community benefits include:

September, 2002	Agassiz Neighborhood Council Meeting
October 15, 2002	Agassiz Neighborhood Council Meeting
December 17, 2002	Agassiz Neighborhood Council Meeting
January 21, 2003	Agassiz Neighborhood Council Meeting
February, 2003	Agassiz Neighborhood Council Meeting
February, 2003	Harvard Law School Feasibility Study Meeting
April 15, 2003	Agassiz Neighborhood Council Meeting
May, 2003	Harvard Law School Feasibility Study Meeting
June 11, 2003	Agassiz Neighborhood Council Meeting
June 17, 2003	Agassiz Neighborhood Council Meeting
September 16, 2003	Agassiz Neighborhood Council Meeting

In addition, over the past two years, Agassiz has held countless meetings, conducted three separate neighborhood surveys, and disseminated information via the Whistler newsletter and mailings to build community consensus as to its goals in this process.

Lastly, the City Manager appointed the Agassiz-City-Harvard Working Group at the request of the City Council in the summer of 2002. The Working Group includes Agassiz and Harvard representatives and City staff. Monthly meetings beginning in September 2002 have focused on the

to be flexible in the future and would not oppose relocation of the Museums, should there be an academic need to do so.

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scope and impacts to be addressed if the North Campus is further developed. For example, the Working Group has been responsible for reviewing the Comprehensive Traffic Study that has been underway throughout 2003.

COMPONENTS OF THE MUTUALLY BENEFICIAL RELATIONSHIP:

Harvard and Agassiz agree that it is in their mutual and collective interests for use and development of the campus to proceed assuring that any significant adverse impacts of development are addressed, the Agassiz Community is enhanced and long-term predictability is established.

This MOU establishes the mechanisms to define and implement necessary mutual assurances so that North Campus projects that are proposed may proceed and be supported by the Agassiz Community. The components of this mutually beneficial relationship are the following:

- Impact mitigation.
- Community enhancement.
- Build-out predictability.
- Structure for a continuing relationship

1. Impact Mitigation:

First and foremost, this MOU is based on the fundamental premise that adverse impacts associated with new development are to be addressed. Mitigation of adverse traffic, noise, and construction impacts that affect day-to-day quality of life is the principal component of this MOU. Specific measures to mitigate impacts, such as traffic calming, traffic management, and enhanced construction mitigation measures, as examples, will be defined on a project-by-project basis.

▪ Expanded Construction Mitigation Measures

Harvard will adopt enhanced construction mitigation practices for the purposes of this MOU that will be extended as a community benefit to apply to projects in the North Campus. Project-specific mitigation plans will be established in consultation with the Working Committee established by this MOU (refer to part 4 of this section— “Structure of a Continuing Relationship”). Specific measures may include, for example, regular project coordination meetings with abutters, mitigation web sites, email notification, call centers, and coordination by a mitigation manager.

▪ Traffic Improvements and Mitigation Measures

Harvard recognizes and supports the goal of minimizing adverse traffic and parking impacts resulting from development and will coordinate with the City to advance traffic management and calming measures as needed in the vicinity of any North Campus project. Measures may include, for example, new truck delivery restrictions and management practices, vehicle turning restrictions, installation of traffic calming, signal modifications, road repaving, roadway directional changes and best practices to reduce noise generated by mechanical equipment. The parties acknowledge that public ways are owned and maintained by the City and any improvements or modifications to streets or sidewalks will require the support and approval of the City of Cambridge.

2. Community Enhancement:

Because the parties recognize that construction can be disruptive, this MOU also establishes that community enhancements such as pedestrian, streetscape, open space, or landscape amenities, may be included as appropriate as a part of development plans, and benefits will be provided that address the impact of construction. The premise is that while development will result in change, development can also provide opportunities to improve the shared environment. Specific enhancements on and/or off the campus can include either, or possibly both, built amenities and programmatic amenities. Specific community enhancements will be defined on a project-specific and/or phased basis.

- Built Amenities -- Enhanced Pedestrian, Streetscape, Open Space and Beautification Amenities
Consistent with guidelines or conditions by approving boards and commissions, Harvard will enhance North Campus edges and/or Oxford Street with improved streetscape amenities to enhance the quality of the campus edge environment and pedestrian safety. As examples, amenities could include sidewalk reconstruction, landscaping, enhanced lighting, new pedestrian pathways, and conversion of paved surface parking to open landscaped areas. The parties acknowledge that public ways are owned and maintained by the City of Cambridge and any improvements or modifications to streets or sidewalks will require the support and approval of the City of Cambridge.
- Programmatic Amenities -- Youth, Culture, Recreation, and Education Programs
There may be opportunities to create programs that enhance the quality of life in a community that are linked to project development. Examples include youth enrichment programs, cultural programs, educational programs, and afterschool programs.

3. Build-Out Predictability:

Agassiz and Harvard recognize the value of long-term predictability and as a part of this MOU, each offers mutual assurances regarding future North Campus development.

- Assurance regarding completion of the North Campus
During the next 25 years, development of the North Campus will not exceed a total of 1,600,000 gross square feet of new space. This includes up to 500,000 square feet of replacement space for demolished facilities. Over 25 years, the total build-out could increase by up to a maximum of 10% (160,000 gross square feet) to accommodate unforeseen and necessary incremental additions such as ADA improvements to existing buildings. This space will enable Harvard to meet its academic mission by creating spaces that support teaching, learning, and research.
- Assurance of no further development beyond defined build-out
There will be no additional development within the 25-year period beginning with the date of this signed MOU.
- Assurance that projects will proceed
This MOU assures that there will be broad, direct, and ongoing consultation, including presentations of project design for significant projects (25,000 net square feet or greater), with the Agassiz Community and permit-granting authorities regarding Harvard's North Campus development. Linked to the provision of mitigation measures, benefits, and enhancements, as a part of this MOU and specified in implementation agreements, Agassiz is prepared to support

projects as necessary before permit granting and review authorities for obtaining permits and approvals so that projects may proceed promptly on a project-by-project or grouped basis. So long as the agreement is in effect and being complied with by Harvard, Agassiz shall not initiate or support any actions that would have the effect of hindering development of the North Campus.

Agassiz and Harvard are firmly committed to this process and the MOU. In supporting the build-out, both parties acknowledge that this MOU is not a substitute for zoning. However, both parties also believe that cooperation can produce beneficial responses to community concerns that are not achievable under zoning. Therefore Harvard and Agassiz are committed to working cooperatively to determine if positive resolutions can be shaped and are committed to this constructive approach. If this approach fails, Harvard and Agassiz may nonetheless jointly decide to mutually abide by the build-out provisions meaning that Harvard would honor the build-out limitation and Agassiz would support the build-out as described herein. In this spirit, any of the already-signed Implementation Agreements that have been mutually agreed to by Harvard and Agassiz will remain in effect even if the MOU does not, such that, already-signed Implementation Agreements will stand in full as long as they are complied with by both parties.

4. Structure for a Continuing Relationship:

Agassiz and Harvard agree to keep each other informed of activities that affect the other and establish a procedure by which they can harmoniously advance projects. A Working Committee based on the existing City Working group will be created to ensure that the working relationship continues and to address issues before they become problems.

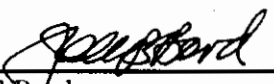
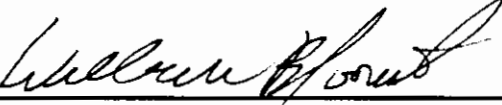
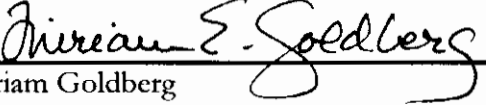
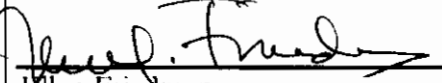
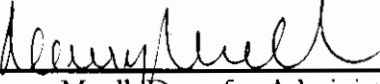
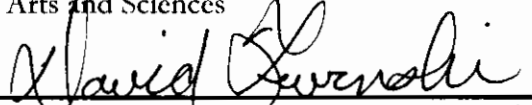
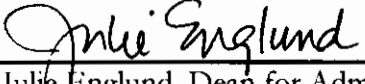
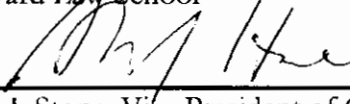
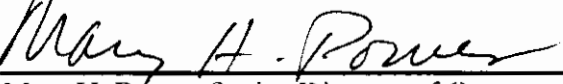
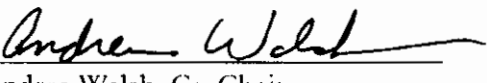
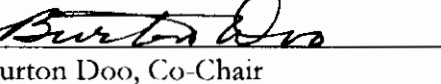
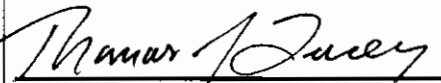
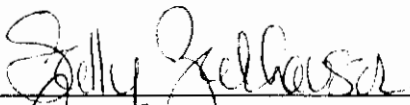
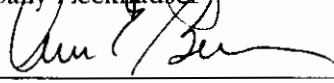
- Role of the Working Committee
The Working Committee shall oversee implementation of the terms of this MOU including the implementation of mitigation and mutual benefits concurrent with project approvals consistent with the terms of this MOU. The Working Committee will be the forum to resolve issues arising in connection with this MOU.

- Representation of the Working Committee
Harvard and Agassiz will each appoint not more than four representatives to the Working Committee that will meet as needed but at least semi-annually. In order to optimize coordination it is hoped that the City-appointed Working Group will serve as the Working Committee and will include representatives from the City of Cambridge. Agassiz and Harvard acknowledge that the Working Committee established by this MOU should be augmented to include participants from other neighborhoods if development immediately abuts another neighborhood.*

It is our joint hope that neighbors and City officials will recognize the cooperation and good will that has contributed to this MOU, and when they engage with us on associated matters, do so in the same spirit.

* For example: Future Harvard Law School development along Massachusetts Avenue will abut Neighborhood Nine. The Working Committee will be augmented to include representatives from Neighborhood Nine when specifically addressing HLS development.

This MOU has been presented to the Agassiz Neighborhood Council, City representatives, and Harvard University, and was endorsed by the Agassiz Neighborhood Council on December 16, 2003, and we sign below to confirm our agreement to this MOU.

<p>AGASSIZ REPRESENTATIVES</p> <p></p> <hr/> <p>Joel Bard</p> <p></p> <hr/> <p>William Bloomstein</p> <p></p> <hr/> <p>Miriam Goldberg</p> <p></p> <hr/> <p>Ellen Friedman</p>	<p>HARVARD REPRESENTATIVES</p> <p></p> <hr/> <p>Nancy Maull, Dean for Administration, Faculty of Arts and Sciences</p> <p></p> <hr/> <p>David Zewinski, Associate Dean, Faculty of Arts and Sciences</p> <p></p> <hr/> <p>Julie England, Dean for Administration, Harvard Law School</p> <p></p> <hr/> <p>Alan J. Stone, Vice President of Government, Community, and Public Affairs</p> <p></p> <hr/> <p>Mary H. Power, Senior Director of Community Relations</p>
<p>AGASSIZ NEIGHBORHOOD COUNCIL</p> <p>By: </p> <hr/> <p>Andrea Walsh, Co-Chair</p> <p>By: </p> <hr/> <p>Burton Doo, Co-Chair</p>	<p></p> <hr/> <p>Thomas Lucey, Director of Community Relations, Cambridge</p> <p>PRESIDENT AND FELLOWS OF HARVARD COLLEGE</p> <p>By: </p> <hr/> <p>Sally Zeckhauser</p> <p>By: </p> <hr/> <p>Ann E. Berman</p>

- Attachments:
- Implementation Agreement #1 - Related to Three Harvard Faculty of Arts and Sciences North Campus Construction Projects
 - North Campus area map

HARVARD NORTH CAMPUS DEVELOPMENT AREA



MEMORANDUM

Date: November 10, 2003

To: Agassiz Community

From: Joel Bard, William Bloomstein, Ellen Friedman, Miriam Goldberg, Thomas Lucey, Nancy Maull, Mary Power, Alan Stone, David Zewinski

Subject: **Implementation Agreement #1 - Related to Three Harvard Faculty of Arts and Sciences North Campus Construction Projects**

The purpose of this memorandum is to present a proposed agreement with regard to three specific, separate Harvard Faculty of Arts and Sciences ("FAS") projects in planning. Together, these three comprise the first grouping of projects to be addressed by the attached Memorandum of Understanding ("MOU") if adopted:

1. Biological Research Infrastructure ("BRI")
2. Laboratory for Interface Science and Engineering ("LISE")
3. North/West Science Building

While plans for the BRI and LISE have been presented publicly over the past year, plans for the North/West Building are in the early stages. Nonetheless, Harvard has consulted with community members regarding the design and will continue to provide information and site tours as plans take shape. General descriptions of each project are contained in this memorandum. The community will have full opportunity for discussion and comment as the design of the North/West Science Building takes shape.

Consistent with the MOU, Harvard and Agassiz agree that mutual benefit is achieved through cooperation allowing Harvard to use its campus to support teaching and research while also mitigating any adverse impacts of construction and providing community enhancements.

Agassiz and Harvard representatives agree that following commitments will fulfill the terms of the MOU relative to the 3 FAS projects covered by this Implementation Agreement.

Impact Mitigation:

Implementation of Expanded Construction Mitigation Measures

Extensive, integrated and comprehensive construction mitigation practices will be extended separately to each of the three projects. A project-specific mitigation plan will be established for LISE and the North/West Building projects. Mitigation plans for projects will be integrated and coordinated. Construction mitigation measures will include coordination by a mitigation manager, call centers, mitigation web sites, email notification, and regular project coordination meetings with abutters.

Funding of Traffic Improvements and Mitigation Measures

The neighborhood representatives of the City's Working group have asked Harvard to consider implementing interim traffic calming measures at two Oxford Street intersections as a part of this MOU. Contingent on City support and approval, Harvard is prepared to coordinate with the City of Cambridge to advance specific interim traffic calming measures that have been proposed by the City and approved by the neighborhood between Garfield and Wendell Streets to address existing traffic conditions as a benefit. (Note that according to the Comprehensive Traffic Study, there is no significant traffic impact associated with the three projects.) Harvard will engineer and construct interim calming improvements per coordination with the City of

Cambridge that may include two speed tables or curb extensions and possible regrading and paving between Garfield and Wendell Street on Oxford Street. The parties acknowledge that public ways are owned and maintained by the City of Cambridge and any improvements or modifications to streets or sidewalks will require the approval of the City of Cambridge. Proposed interim traffic calming measures will be temporary due to planned future street reconstruction and scheduled sewer separation work. For this reason, while plans are expected to be generally consistent with the City's approved traffic calming plan for Oxford Street, modifications reflecting temporary use will need to be approved by the City.

To address neighborhood and City objectives, Harvard will also include measures to enhance pedestrian safety on lower Oxford Street including the installation of additional Oxford Street pedestrian crossings, temporary pedestrian crossings during construction. Harvard will explore possible curb extensions at the crosswalk at the consolidated loading facility. Harvard will also include bicycle parking and a Harvard shuttle bus shelter.

Community Enhancement:

Implementation of Enhanced Pedestrian, Streetscape and Landscape Amenities – Both On/Off Campus

Harvard will include various streetscape amenities to enhance the quality of the North Campus environment and pedestrian safety as part of LISE and the North/West Building. Amenities could include landscaping of accessible open space areas at the edge, sidewalk reconstruction, planting of trees and shrubs, burying of utility lines contingent on scheduling of the City's sewer separation work, enhanced lighting, new pedestrian pathways, and conversion of paved surface parking to open landscaped areas. The parties acknowledge that public ways are owned and maintained by the City of Cambridge and any improvements or modifications to streets or sidewalks will require the support and approval of the City of Cambridge.

Cambridge - Harvard Science Education Programming

As an outgrowth of recent partnerships between Harvard and Cambridge Public Schools, subject to the support of Cambridge Public Schools, Harvard will establish the Cambridge-Harvard Science Education Programming Initiative to preserve existing and create new science education programs for Cambridge Public School students and teachers. Programming will draw on the academic resources of the science departments and museums at Harvard and will be managed and coordinated by the Harvard Museum of Natural History. The goal is to create a range of science programs to enhance the Cambridge Public School curriculum. Science programs will be designed to strengthen the Cambridge Public School curricula for grades K – 12 and will include in-school and after-school programming. Examples include development of curriculum units, professional development for teachers, public exhibitions, and family science lectures. The estimated value of establishing this new city-wide science education program is \$1,450,000.

Cambridge Youth, Culture, and Recreation Fund

The Youth, Culture, and Recreation Fund will be established to fund a range of programs for Cambridge youth, families, individuals and seniors. The Fund will be established and managed by a third party such as the Cambridge Community Foundation. A board consisting primarily of Agassiz community members, including Agassiz Neighborhood Council ("ANC") representatives, will determine the use of the Fund. These city-wide programs will be managed under the umbrella of the ANC. The objective in funding programs for City residents is to enrich the quality of life within the Agassiz neighborhood and the entire City of Cambridge. The fund will also include a \$50,000 set aside to be used for a program of annual tree planting throughout the Agassiz neighborhood. Linked to the completion and occupancy of the three projects, Harvard will make contributions totaling \$1,050,000 to this fund.

Build Out Predictability:

The following chart provides information regarding the three FAS projects:

Project	Above Grade GSF	Below Grade GSF	Total GSF
BRI Interior to the campus. Scheduled completion – Aug. 2005 Entirely below ground	0	75,350	75,350
LISE McKay Courtyard- internal to the campus Scheduled completion – Aug. 2006 Set back 82' from the centerline of Oxford Street 95' building height exclusive of mechanical (122' to top of mechanical equipment)	47,000	88,000	135,000
North/West Building** Hammond Edge/Interior Set back 100' from the centerline of Hammond Street No higher than 60 Oxford Street building exclusive of mechanical Scheduled project completion -	205,000	231,000 (plus chilled water plant 24,000)	436,000
	252,000	394,000	670,350

*SF figures are gross square feet for zoning purposes and are approximate.
Cumulative actual build-out will not exceed stated SF plus 10%.

** At the time of this letter, plans for the North/West Building are preliminary.

The agreement establishes a cooperative, mutually beneficial relationship to assure mutual predictability. In this context, linked to the provision of mitigation measures, benefits and enhancements as specified in this agreement, Agassiz is prepared to support projects as necessary before permit-granting and review authorities so that Harvard may obtain prompt approval of applications necessary for the obtaining of permits and approvals for each of these three projects so long as such applications are consistent with the representations set forth above for each project. Agassiz shall not appeal any action taken by any permitting or review authority regarding the three projects or support any rezoning or other zoning or ordinance changes to the area where these three projects are located or that would have the effect of hindering any of the three projects. Agassiz will not hinder or delay approvals of any of these three projects.

Timing of Impact Mitigation and Community Enhancements to Projects:

The commitments described above will be implemented according to the schedule that follows:

1. Acceptance of the attached MOU and agreement regarding the three projects:

Upon signing the MOU Harvard shall:

- Transmit a (previously agreed to) contribution of \$250,000 to the Cambridge Community Foundation to be earmarked for the Cambridge Youth, Culture, and Recreation Fund for purposes described in this letter.

2. Biological Research Infrastructure – (“BRI”)

Upon obtaining all approvals and permits needed for the construction of BRI Harvard shall:

- Implement a program for construction mitigation for construction activity related to BRI.

Upon obtaining all permits needed for use and occupancy including a final Certificate of Occupancy, Harvard shall:

- Establish the Cambridge-Harvard Science Education Programming Fund with an initial contribution of \$375,000. (Note that in early 2003 Harvard donated a \$75,000 state-of-the-art microscopy lab to Cambridge Rindge and Latin School coupled with four years of curriculum and materials support from the Molecular Cellular Biology department whose faculty will conduct research in the BRI. This contribution was designed to strengthen science studies at Cambridge Rindge and Latin School).

3. Laboratory for Interface Science and Engineering – (“LISE”)

Upon obtaining complete building permits and all other approvals and permits needed for the construction of LISE and commencing construction Harvard shall:

- Implement a Construction Mitigation Plan for construction activity related to LISE.
- Coordinate with the City of Cambridge to install specified interim traffic calming measures and south Oxford Street pedestrian safety and Transportation Demand Management improvements. Contingent on City approval, Harvard may implement pedestrian and streetscape amenities including as examples sidewalk, landscape and lighting improvements, road surface improvements, tree plantings, etc. at the edge of the campus and/or along Oxford Street.
- Make a contribution of \$500,000 to the Cambridge - Harvard Science Education Programming Fund.

Upon obtaining all permits needed for use and occupancy including a final Certificate of Occupancy, Harvard shall:

- Make a contribution of \$400,000 to the Cambridge Community Foundation dedicated to the Cambridge Youth, Culture, and Recreation Fund.

4. North/West Science Building

Upon obtaining a complete building permit and all other approvals and permits needed for the construction of North/West Building and commencing construction, Harvard shall:

- Implement a Construction Mitigation Plan for construction activity related to the North Building.
- Contingent on City approval, Harvard may implement amenities at campus edge locations, possibly including Oxford Street. Amenities could include, for example, sidewalk, landscape and lighting improvements, tree plantings, and landscaping of accessible edge open space. Contingent on City approval, Harvard will offer to bury utility lines along Hammond Street between Oxford and Gorham when the City implements sewer separation work.
- Contingent on City approval Harvard may implement possible improvements to the public way and traffic management measures as appropriate to mitigate traffic impact.

Upon obtaining all permits needed for use and occupancy including a final Certificate of Occupancy, Harvard shall:

- Make a contribution of \$400,000 to the Cambridge Community Foundation dedicated to the Cambridge Youth, Culture, and Recreation Fund.
- Make a contribution of \$500,000 to the Cambridge - Harvard Science Education Programming Fund.

While the descriptions above reflect careful discussion by Harvard and Agassiz, it is understood by both that reasonable substitutes may be necessary as prescribed by City departments, agencies and boards with final authority. So long as these projects proceed, Harvard is committed to providing benefits as generally described above.