



**THE LAWRENCE
HALL OF SCIENCE**

Leadership in Science Teaching

**This order will be cancelled if this signed contract, with
payment advice is not received by 5/22/2017**

CONTRACT FOR IN-SERVICE
CONTRACT NO. **LST17-1045 Rev.1**

Institution ("Client"): **William S. Hart Union High School District**
Contact Person: **David LeBarron**
Address: **21380 Centre Pointe Parkway,**
City/State/Zip: **Santa Clarita, CA 91350**
Telephone: **661-259-0033 ext. 226**
Email: **dlebarron@hartdistrict.org**

Title of Service: **Summer Science Symposium**
LHS Performance Dates: **June 12, 2017 & July 31, 2017**
Description of Services: **(See attached Exhibit A)**
Total Cost: **\$8,750.00**

Client payment (by Purchase Order, check, money order, or credit card) and one signed copy of this contract are due to LHS by the due date shown in the box at the top of this Contract.

Please make checks payable to "UC Regents - Lawrence Hall of Science", Federal Tax I.D. # 94-6002123.

Return a signed contract and payment to:

Business Contracts
Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200
Attn: LST/Business Office Rm 208

For questions regarding this contract please contact Laura Scudder at (510) 642-2829 or
contracts@berkeley.edu, fax: (510) 642-1055

For questions regarding LST programs and services, please contact: Vanessa Lujan
Phone: 510 643-0311 Email: vlujan@berkeley.edu

This contract must be signed in order to be processed. Please sign and return.
A fax (510-642-1055) or emailed scan (contracts@berkeley.edu) is acceptable.

Lawrence Hall of Science
PROJECT NAME: LST

CONTRACT NO. LST17-1045 Rev.1

This Agreement, effective as of the last date of signing below, sets forth the terms and conditions for The Regents of the University on behalf of its LAWRENCE HALL OF SCIENCE ("LHS" or "University") to provide Client certain services during the LHS Performance Dates as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Agreement. A faxed or scanned signature will be treated as an original.

1. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between two independent contractors and is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association.

2. DISCLAIMER OF WARRANTY. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University will not be liable for any costs, damages, fees or other liability, nor for any direct, indirect, special, incidental or consequential damages (including lost profits) with respect to any claims by Client or any third party on account of or arising from the performance of this Agreement. Client acknowledges and accepts that University services are provided on an as-is basis.

3. INDEMNIFICATION. Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

4. INSURANCE. Each party will maintain a program of general liability insurance or self-insurance, including automobile coverage, in such amount as may be reasonably necessary to assure compliance with the indemnification provision above. If requested, each party agrees to provide the other with a certificate of insurance or self-insurance, documenting such insurance coverage, upon signing of this contract.

5. INTELLECTUAL PROPERTY. The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.

6. USE OF UNIVERSITY NAME. (a) Client may not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of Client or Client's program, products or services. All uses of the University's name, trademarks and logos, therefore, must first receive prior written consent of the University through its office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000. (b) Client may use factual information such as the name and location of the Lawrence Hall of Science and factual information about University participants to describe their roles in providing the services under this Agreement.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and supercedes all prior written or oral agreements with respect to the subject matter herein, and any additional purchase orders or requirements documents. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the parties.

8. GOVERNING LAW. This Agreement will be governed by the laws of the State of California.

9. CANCELLATION. A cancellation fee will apply to cancellations that are made by Client before the scheduled service. The cancellation fee is: 10% of total program cost for cancellations made less than 8 weeks before the service date, 20% of total program costs for cancellations made less than 4 weeks before the service date, or 50% of total program costs for cancellations made less than 2 weeks before the service date. Client will be responsible for any non-cancelable obligations incurred by the Lawrence Hall of Science before cancellation.

10. REPRESENTATIONS AND WARRANTIES. The individual signing this agreement on behalf of Client represents and warrants that s/he is duly authorized to execute and deliver this Agreement and, if applicable, that Client is duly authorized to represent third parties receiving LHS services hereunder.

CLIENT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature

Date

Signature

Date

Name/Title

Susan Gregory

Deputy Director, Lawrence Hall of Science

Lawrence Hall of Science
PROJECT NAME: LST

CONTRACT NO. LST17-1045 Rev.1
EXHIBIT A

Scope of Work/Description of Services/Budget

Description of Services:

Two BaySci/Lawrence Hall of Science staff will facilitate and present a full day professional learning session to grades 7-12 district and school administrators and teachers on June 12, 8am-3:30pm.

One BaySci/Lawrence Hall of Science staff will facilitate and present a full day professional learning session to grades 7-12 district and school administrators and teachers on July 31, 8am-3:30pm.

Fee: \$8,750.00

TOTAL INSERVICE FEE: \$8,750.00

Payment Details:

We will be providing payment by: (check one)

- ☐ Check
- ☐ Credit card
- ☐ Purchase Order No. _____

**Payment will be due upon receipt of invoice, payable to UC Regents,
Federal Tax I.D. # 94-6002123**