

# The Lawrence

Hall of  
Science

UNIVERSITY OF CALIFORNIA, BERKELEY

## **OUTREACH CONTRACT Contract#: BCMS 18784 Program Date: 5/23/2023**

This contract is subject to cancellation unless <b>total payment or a purchase order</b> in the amount of <b>\$1,125.00</b> is received by <b>4/27/2023</b>
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Upon satisfaction of the terms and conditions set forth below, The Regents of the University of California, a California public corporation, on behalf of Lawrence Hall of Science ("The Lawrence" or "University") at its Berkeley campus, will present the following Programs at the times and locations specified below and on the Schedule below ("Program"):

Site: **Landels Elementary**

Address, City, Zip: **115 W Dana St, Mountain View, 94041**

Person making reservation: **Paula DeRitis/Pieter Dolmans**

Reserver's Phone: **650-526-3520**

Contact person at site: **Paula DeRitis/Pieter Dolmans**

Contact Email: **pderitis@mvwsd.org / pdolmans@mvwsd.org**

Site Phone: **650-526-3520**

**Special considerations:** About 379 grades K-5 attending. All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. 1 hour set up, 1 hour breakdown. Please be sure there is a clear path to the exit during breakdown. **\*\*NOTE: for your safety and ours, mask wearing is strongly recommended.\*\***  
Form 61537.

**Mountain View Whisman School District on behalf of Landels Elementary** ("Organization") will pay the following for presentation of the Program on the Schedule below:

**Cost for 2 session(s): \$1,050.00**

**Mileage Cost for between 19-79 miles away: \$75.00**

**Adjustments:**

**TOTAL PROGRAM COST: \$1,125.00**

*This registration contract must be signed by an authorized official and returned to the The Lawrence Hall of Science.*

Email to: [lhsreg@berkeley.edu](mailto:lhsreg@berkeley.edu)

Mail to: The Lawrence Hall of Science

Attn: Registration Office

1 Centennial Drive

Berkeley, CA 94720-5200

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## **Responsibilities of Organization**

### Agreement(s) and Payment Due Dates

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your Program will be cancelled. If a consultant agreement or additional agreement is required by your Organization, then such agreement with or prior to Organization's signature of this Agreement, and your payment is due 45 days from today or 6 weeks prior to your Program delivery date (whichever comes first). Payments can be made by purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.

### Rescheduling

You may reschedule your Program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

### Cancellations

You may cancel your Program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

### Program Details

You are responsible for checking the dates, times and Program title and notifying us within 72 hours from the date we email the contract to you if there is an error so corrections can be made.

### Maximum Enrollment

Our maximum number of students per Program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your Program is stated on the Hall website and in your sales item information.

### Program Requirements

Program location must be accessible by elevator and ramps and be available for Program set up and clean up an hour prior to and post the Program delivery times.

All Programs on one day need to take place in the same location.

An Organization staffmember or teacher/school staffmember if the Site is a school needs to be present during all Program presentations.

**Outreach Contract#: BCMS 18784**

**Program Date: 5/23/2023**

**Indemnification**

1. Organization Indemnity. Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' 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 Organization, its officers, employees, or agents.
2. University Indemnity. University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' 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 University, its officers, employees, or agents.

**Other Matters**

1. Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.
2. The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the Program hereunder.
3. This Agreement hereby incorporates and is subject to the Terms and Conditions Attachment.

**Organization**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title

**University**

By: \_\_\_\_\_  
Signature Steven Carter, Senior Business Contracts Officer Date

March 15, 2023





**Outreach schedule for Tuesday, 5/23/2023 Contract#: BCMS 18784**  
**Total Cost: \$1,125.00 Payment Due: 4/27/2023**

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**The following Program(s) have been reserved and will be held at your site:**

<b>Time</b>	<b>Grade(s)</b>	<b>Students</b>	<b>Title</b>	<b>Room</b>
12:40-1:30	K-2	167	Solids, Liquids, and Gases	MPR
<b>1:50-2:40</b>	3-5	212	Solids, Liquids, and Gases	MPR

**Space Below for staff only:**

Date Taken: finalized 2/26/23 by: RM Review/Sent: 2/28/23 By: RM  
 Agreement Rec'd: \_\_\_\_\_ Sent to legal: \_\_\_\_\_ Ret'd from legal: \_\_\_\_\_ Ret'd to School: \_\_\_\_\_  
 BCMS#: \_\_\_\_\_ BCMS Entered on: \_\_\_\_\_ By: \_\_\_\_\_ Fully executed on: \_\_\_\_\_  
 Amount Rec'd: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Map to: \_\_\_\_\_  
 PO#: \_\_\_\_\_ Amount: \_\_\_\_\_ Rec'd On: \_\_\_\_\_  
 Ck. Or CC. Rec'd on: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt: \_\_\_\_\_

**TERMS AND CONDITIONS ATTACHMENT TO LAWRENCE HALL OF SCIENCE (LHS)  
OUTREACH AGREEMENT**

**A. Force Majeure.** If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders, epidemic, disease outbreak or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance (other than payment obligations) will be excused for the duration of such force majeure event.

**B. Conditions Affecting Performance.** The following language is in addition to any Force Majeure Clause or similar provision of the Agreement, and where in conflict with such terms, supersedes those provisions to the extent necessary to enable this one:

In addition to the Parties' termination rights and force majeure rights in the Agreement, each Party recognizes, understands and acknowledges that the Parties' performance of the terms of this Agreement may be affected by the COVID-19 pandemic and its international, national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the "**COVID-19 Considerations**"), and that cancellation or postponement, including immediate termination or suspension of access to campus facilities due to such COVID-19 Considerations, may be required. Neither Party will have liability to the other for delays or inability to perform their obligations (other than payment obligations) to the extent caused by the COVID-19 pandemic or compliance with the COVID-19 Considerations.

The parties acknowledge that the situation with respect to COVID-19 is evolving and may involve all parties', volunteers' and participants' required or voluntary compliance with national, state and local requirements, guidance, best practices and laws, as well as the University of California at Berkeley's policies and practices, all of which may impact the Program.

LHS has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by LHS in its reasonable discretion, and LHS is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. LHS also has the right but not the obligation to deliver the Program remotely, for example, via Zoom or other electronic medium at its discretion. In the event LHS exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

**Responsibility for Participants and Volunteers including adult Volunteers.** All persons participating and/or volunteering in the Program shall be under Organization's care, custody and control (including any Organization-required background checks) during the Program. Organization shall ensure that all participants comply with University rules (whether in-person or remote-delivery activities). LHS reserves the right to remove (or require the Organization to remove) participants that violate University rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become ill during the activities, and for responding to such illness appropriately (e.g., removal from the activity, isolation, medical care and transport, as applicable).

**C. Access to University Campus and Facilities.** Organization, its staff, volunteers and all other associates will not travel to University Campus as part of this Agreement without modification of this section.

**D. Deliverables and Handouts.** No deliverables or handouts are intended for this Agreement. If any, Organization shall not modify, copy, or redistribute such deliverables or handouts.

Terms and Conditions as requested by Mountain View Whisman Unified School District

- A line in the contract that states: Students will be supervised by MVWSD employee(s) at all times
- COVID 19 provisions, here is what is recommended: 1.1. Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor's employees, agents, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)": 1.1.1. Before any Applicable Worker enters a District site to perform the Services, Contractor shall verify that any Applicable Worker: 1.1.1.1. Is Fully Vaccinated. "Fully Vaccinated" shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines. 1.1.1.2. Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to daily COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site(s), and that any such test demonstrates a negative COVID-19 test. 1.1.1.3. Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request. 1.2. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District site(s) until they submit the proper documentation. Contractor's responsibility for Infectious Disease compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a District site(s), including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.