

OUTREACH CONTRACT Contract#: BCMS 18768 Program Date: 5/30/2023

This contract is subject to cancellation unless **total payment or a purchase order** in the amount of **\$1,125.00** is received by **5/25/2023**

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: **Theuerkauf Elementary**

Address, City, Zip: **1625 San Luis Ave, Mountain View, 94043**

Person making reservation: **Michelle Williams (Principal)**

Reserver's Phone: **650-903-6925**

Contact person at site: **Michelle Williams (Principal)**

Contact Email: **mwilliams@mvwsd.org**

Site Phone: **650-903-6925**

Special considerations: Contact Person at School: Michelle Williams.

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 61549.

Mountain View Whisman School District on behalf of Theuerkauf 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

Mail to: The Lawrence Hall of Science

Attn: Registration Office

1 Centennial Drive

Berkeley, CA 94720-5200

The Lawrence

Hall of
Science

UNIVERSITY OF CALIFORNIA, BERKELEY

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 18768

Program Date: 5/30/2023

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: *Michele Huff* _____ 5/4/2023
Signature Date

Michele Huff, Eexecutive Director, Business Contracts and Brand Protection

The Lawrence

Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

Outreach schedule for Tuesday, 5/30/2023 Contract#: BCMS 18768

Total Cost: \$1,125.00 Payment Due: 5/25/2023

Location Name: **Theuerkauf Elementary**

Address, City, Zip: **1625 San Luis Ave, Mountain View, 94043**

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

Time	Grade(s)	Students	Title	Room
12:45-1:35	TK-K	143	Solids, Liquids, and Gases	MUR
1:55-2:45	1-5	178	Solids, Liquids, and Gases	MUR

Space Below for staff only:

Date Taken: _____ by: RM Review/Sent: 2/22/23 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.

E. Supervision of Students. Parties agree that students will be supervised by MVWSD employee(s) at all times.