

The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

OUTREACH AGREEMENT/PTA BCMS # 19745 Program Date: 2/27/2024

This Outreach Agreement ("Agreement") effective as of the date of the parties' final signature below ("Effective Date"), is by and between The Regents of the University of California, a California public corporation ("University"), on behalf of its Lawrence Hall of Science ("The Lawrence") at its Berkeley campus, and **Theuerkauf PTA**, "Party" hereinafter refers to each Party individually, or collectively as "Parties." This Agreement is subject to cancellation unless **total payment or a purchase order** in the amount of **\$1,400.00** is received by **2/6/2024**. This Agreement terminates the first June 30 following the Effective Date, or the date of the last Program Date, whichever is later, ("Term"), unless earlier terminated in accordance with the terms of this Agreement.

Upon satisfaction of the terms and conditions set forth below, The Lawrence will present the following Programs at the times and locations specified below and on the Schedule below ("Program"):

Group: **Theuerkauf PTA**
 Site: **Theuerkauf Elementary**
 Address, City, Zip: **Held at Theuerkauf Elementary at 1625 San Luis Ave, Mountain View, 94043**

Person making reservation: **Smita Venkat / Emily Chang**
 Reserver's Phone:

Contact person at site: **Smita Venkat / Gabriela Cardiel (secty at school) gardiel@mvwsd.org**
 Contact Email: **venkat.smita@gmail.com , emilyrainschang@gmail.com**
 Site Phone: **650-903-6925 (school)**

Special considerations: "35% of our students are learning English as second language and 32% of our students are from low-income families." Danielle Lyons is Principal dlyons@mvwsd.org, Gabriela Cardiel is the school Secretary gcardiel@mvwsd.org. 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 encouraged.*** **VOLUNTEER REQUIREMENT for Festivals: *10-12 adult volunteers required to arrive by 9:45am (30 minutes prior to start of program).** Forms 61690, Const # 20726509.
 Other school contact: Danielle Lyons dlyons@mvwsd.org.

Theuerkauf PTA ("Organization") will pay the following for presentation of the Program on the Schedule below:

Cost for 3 session(s): \$1,400.00

\$0 travel fee applies to outreach programs 0-79 mile radius. If 80 or more miles away, a \$320 travel fee applies.

Travel Cost for 0-79 miles away (flat fee): \$0.00
Adjustments:

TOTAL PROGRAM COST: \$1,400.00

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

Time	Grade(s)	Students	Title	Room
10:15-11:05	TK-K	100	Build, Engineer, and Invent!	MPR
11:20-12:10	Gr 3-5	150	Build, Engineer, and Invent!	MPR
12:40-1:30	Gr 1-2	100	Build, Engineer, and Invent!	MPR

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.

The Lawrence 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 The Lawrence in its reasonable discretion, and The Lawrence 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. The Lawrence 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 The Lawrence 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.

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 Lawrence 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.

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). The Lawrence 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).

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.

General Terms and Conditions

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.

Force Majeure

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to **Theuerkauf PTA.**

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.

Insurance

University will keep in full force and effect self-insurance with coverages as follows:

1. **Commercial Form General Liability Insurance** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall cover, among other risks, contractual liability, personal injury, property damage, and products liability if applicable.
2. **Workers' Compensation Insurance** as required by applicable law.

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For the general liability coverage, University will endorse Organization as an additional insured. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, or employees.

The University's insurance coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by Organization

Other Matters

Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.

Parties agree that students will be supervised by MVWSD employee(s) at all times

Return of the Signed Agreement

The Agreement must be signed by an authorized official and returned to the The Lawrence Hall of Science to be valid.

Email to: lhsreg@berkeley.edu

Mail to: The Lawrence Hall of Science
Attn: Registration Office
1 Centennial Drive
Berkeley, CA 94720-5200

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Outreach Contract#: 19745

Program Date: 2/27/2024

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.

Theuerkauf PTA

By: _____
Signature

Date

Name and Title

University

By: _____
Signature

Date

Name and Title

Space Below for staff only:

Date Taken: Fin. 12/15/23 by: RM _____ Review/Sent: 1/4/24 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: _____