

## **AGREEMENT FOR THE USE OF TECHNICAL FACILITIES**

This Agreement is entered into by and between the Chabot-Las Positas Community College District, hereinafter known as the “District” and Lawrence Livermore National Security, LLC, hereinafter known as the “Laboratory”.

### **WITNESSETH**

WHEREAS, the Laboratory operates a technical facility at 7000 East Ave., Livermore, CA.

WHEREAS, the District conducts an **Engineering Technology Program**, hereinafter referred to as the “Program”;

WHEREAS, the parties desire that District students in its Program use the Laboratory’s facilities to improve their learning experience.

NOW THEREFORE, the parties agree as follows:

1. **TERM**

The initial term of this Agreement shall commence on June 1, 2015 and terminate May 31, 2018 in accordance with the provisions below.

This Agreement shall last for three (3) years, unless terminated by written notice thereof, delivered by either party to the other party, giving ninety (90) days prior written notice thereof to the other party, and upon the effective date of such termination, all rights and obligations of the parties hereunder shall cease and terminate. If notice of termination is given by Laboratory during an academic term, termination shall become effective at the end of that term or the end of ninety (90) days, whichever is later.

2. **LABORATORY**

Subject to such reasonable rules and procedures as the Laboratory shall from time to time adopt, the Laboratory shall:

- A. Participate with District in planning and implementing the technical education of students.
- B. Permit each student designated in writing by District, pursuant to Section 3, subparagraph (B) hereof, the opportunity to participate in those types of technical training experiences which may be available at the Laboratory that are agreed upon by the Laboratory and District. Permit such students, as well as District instructors, access to Laboratory facilities selected by the Laboratory for such periods of time and for such technical experiences as may be determined by the Laboratory and District; provided, however, that the technical experiences permitted shall take place at such times and places which minimize interference with normal Laboratory routine;

- C. Provide supplies and equipment customarily available on Laboratory premises for class demonstration and instruction of students.
- D. Provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors, at their own expense, to use cafeteria facilities used by Laboratory personnel, all to the extent that such space is available and as the Laboratory may agree from time to time;
- E. Reserve the right exercisable in its sound discretion to exclude any person, students or others, from the Laboratory in the event that such person's conduct is deemed objectionable or detrimental, having in mind the proper administration of said Technical Facility. Prior to taking such actions under this provision, the Laboratory shall confer, to the extent possible under the circumstances, with the appropriate District representatives regarding the basis of any proposed exclusion and shall cooperate with District in discharging any District obligations related to such exclusion.
- F. Designate lines of authority and communication for relations between District faculty and the Laboratory so as to carry out the purposes of this Agreement;
- G. Provide orientation programs for the advice and information of new District instructors and students. Such orientation programs will include a delineation of Laboratory policies concerning ethical practices and drug abuse;
- H. Permit members of the staff of the Laboratory to participate in technical experiences offered to the students of District on an advisory and consulting basis at such times and in such number as the Laboratory shall determine; provided that such participation does not interfere with normal Laboratory activity;
- I. The Laboratory shall promptly notify District of any illness or injury received by any student or District faculty member resulting from participation of such student or faculty member in a technical experience at Laboratory pursuant to this Agreement. All costs of emergency health care shall be paid by the District.

3. **DISTRICT**

District Shall:

- A. Participate with the Laboratory in planning and implementing the technical education of students.
- B. Designate in writing a minimum of two (2) weeks prior to the commencement of each technical program the names of those students registered for the internship or technical placement program at the Laboratory. The number of students eligible

to participate in a program shall be determined by the Laboratory.

- C. Recommend for technical education only those students who possess a satisfactory academic record and have met the minimum requirements established by District.
- D. District will notify the students that they are responsible for:
  - 1) Coordinating with the Laboratory for access to Laboratory facilities, including providing full name, social security number, date of birth, and citizenship information;
  - 2) Following the administrative policies of Laboratory;
  - 3) Arranging their own transportation
  - 4) Reporting to the Laboratory on time and following all established rules and procedures of Laboratory; and
  - 5) Arranging for their own health insurance;
  - 6)
- E. Designate lines of authority and communication for relations between District faculty and the appropriate Laboratory Administrator so as to carry out the purposes of the Agreement.
- F. Retain general responsibility for all instruction, supervision, control, evaluation, and related matters concerning student participation in the technical program at Laboratory, subject to such sharing of responsibility with Laboratory as shall be agreed upon by Laboratory and District. Student discipline shall be the exclusive responsibility of the District.
- G. Provide all educational supplies and equipment necessary for the instruction of students participating in the technical program to the extent they are not customarily available at the Laboratory, and be exclusively responsible for the care and control of all such education supplies and equipment so provided.
- H. Enforce the rules, regulations, and requirements governing the students' participating in the Technical Program; said rules, regulations, and requirements to be agreed upon by District and Laboratory.

#### 4. **STATUS OF STUDENTS**

It is understood and agreed by the parties that all student participants shall be considered students and not Laboratory staff. District shall be solely responsible for any remuneration, stipend, fringe benefit, or other similar payments to be made to District instructors, except as Laboratory may otherwise agree in writing. Students are not and shall not

be deemed to be employees of the Laboratory. However, nothing in this Agreement is intended to restrict the employment by the Laboratory of students in any capacity for part-time work nor shall any provision in this Agreement be construed to apply to such part-time work.

5. **LIABILITY INSURANCE AND INDEMNITY**

District agrees to keep in force, during the period this Agreement is in effect, either a policy of general liability and professional indemnity liability insurance from a reputable insurance carrier authorized to transact insurance in California, or general liability and professional indemnity liability coverage to protect the students and the District against the risk of injury, death, and damage to persons or property as a result of the acts and/or omissions of any District students. The minimum limits of said general liability and professional indemnity liability insurance policies or coverage shall be, respectively, \$1,000,000.00 and \$3,000,000.00. District shall provide at least twenty-five (25) days prior written notice to the Laboratory of any substantial change to or cancellation of said coverage.

The Laboratory is self-insured and self-funded for general liability insurance for its officers and employees, including personal and advertising injury, medical expenses and property damage, products and completed operations, in the amount of \$1,000,000 per accident/incident.

Notwithstanding any other provision herein, District shall indemnify and hold the Laboratory and its directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of the negligent or otherwise intentional acts or omissions of District, its officers, directors, employees, agents, faculty or students in the performance of the activities or District's responsibilities and privileges under this Agreement. The obligations of District pursuant to this paragraph shall not extend to any proportion of liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which the Laboratory or its directors, officers, employees, or agents may incur as a result of the negligence or other intentional acts or omissions of the Laboratory or its officers, directors, employees or agents.

6. **WORKERS' COMPENSATION**

The parties agree that the Laboratory is not to assume nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by, or on behalf of any students or District instructors while said students or District instructors are on the premises of the Laboratory or while performing any duty whatsoever under the terms of this Agreement or while going to or from any of the Laboratory's facilities. District hereby agrees to assume such liability and indemnify and hold Laboratory harmless therefrom. District assumes and relieves and by this Agreement assumes and relieves the Laboratory of and indemnifies and holds Laboratory harmless from all liability therefore if any there be, and any such liability which hereafter may exist under said State Compensation Act because of injuries arising out of and in the course of said performance of any duties whatsoever under the terms of this Agreement; provided, however, that the District shall not assume nor relieve Laboratory from tort liability arising from the tortious conduct of Laboratory officers, agents, or employees.

For the purpose of any determination or interpretation under this clause, each student, if determined to be an employee of either party hereto, shall be considered the employee of the District and not the employee of the the Laboratory, for Workers' Compensation purposes.

7. **CONFIDENTIALITY**

District agrees that all students and District instructors participating in the program encompassed by this Agreement shall not divulge or otherwise cause to be disclosed any confidential or privileged information or communications which become known to such students and/or District instructors in the course of their participation in such program. District agrees to assume liability for any such disclosure and indemnify and hold the Laboratory harmless therefrom. District agrees to assume responsibility for informing students and District instructors of the requirements of this paragraph in order to prevent the disclosure of any confidential information. The Laboratory reserves the right to have students and District instructors enter into separate agreements setting out confidentiality requirements.

8. **NO MONETARY OBLIGATIONS**

Except as specifically provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of District or the Laboratory is hereby created. Consideration for the Agreement is furnished by the mutual promises of the parties.

9. **USE OF NAME OF THE LABORATORY**

District shall not use the name of the Laboratory in any advertising campaign or in the solicitation of prospective students or for any other purpose without the prior written approval of the Laboratory thereto. However, nothing herein shall prohibit District, during the term of this Agreement, from using the Laboratory name, solely to identify Laboratory as the location of District's Program under this Agreement to students.

Laboratory shall not use the name of the District for any purpose without the prior written approval of District thereto.

10. **ASSIGNMENT**

Neither party shall assign, sell, or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party.

11. **NON-DISCRIMINATION**

The Laboratory agrees not to discriminate against any employee, applicant for employment, or enrolled student because of race, color, creed, sex, age, physical handicap, or country of origin. It is the policy of the District to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are

reflective of Policy Manual Section 5126 and 4006 for the Chabot-Las Positas Community College District.

12. **PROBLEM RESOLUTION**

The parties shall meet and attempt to resolve all disputes and differences that may arise between the parties hereto concerning construction, interpretation, performance, operations, or breach of the matters referred to in this Agreement prior to seeking any legal remedy.

13. **WRITTEN NOTICE**

Any notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

CHABOT-LAS POSITAS  
COMMUNITY COLLEGE DISTRICT

LAWRENCE LIVERMORE  
NATIONAL LABORATORY

7600 Dublin Blvd.

7000 East Avenue, L- \_\_\_\_\_

Dublin, CA 94568  
Attention: Lorenzo S. Legaspi  
Vice Chancellor, Business Services

Livermore, CA 94551  
Attention:

Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

14. **GOVERNING LAW**

The validity, interpretation and performance of this Agreement shall be governed by and constructed in accordance with the laws of the State of California.

15. **SEVERABILITY**

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

16. **NON-EXCLUSIVE AGREEMENT**

This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services covered by this Agreement.

17. **WAIVER**

17. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any term or condition hereof granted by a party must be in writing and signed by the party and shall apply solely to the specific instance expressly stated in the writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.

18. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. District and the Laboratory agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement.

19. INTEGRATION

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all covenants and agreements between the parties with respect to said subject matter, and each party to this Agreement acknowledges that any representations, inducements, promises or acknowledgements, oral or otherwise, which have been made by any party or anyone acting on behalf of any party but which are not embodied herein, or in a later amendment which complies with Paragraph 18, above, are not binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately below their respective signatures.

CHABOT-LAS POSITAS  
COMMUNITY COLLEGE

LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC

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

Anantha DK  
Signature

Lorenzo S. Legaspi  
Print Name

Anantha Krishnan  
Print Name

Vice Chancellor, Business Services  
Title

Associate Director, Engineering  
Title

\_\_\_\_\_  
Date Executed

04/24/2015  
Date Executed