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Date: \_\_\_\_\_

Attention: \_\_\_\_\_

School Name: Chabot-Las Positas Community College District, Las Positas College (the "School")

Street Address: 3000 Campus Hill Drive

City: Livermore State CA Zip 94551

**Re: I-CAR® Fixed Training Sites at CTE Schools Program**

This letter of agreement ("Agreement") confirms the agreement between the **Inter-Industry Conference on Auto Collision Repair ("I-CAR")** and the **"School"** regarding the School's participation in I-CAR's Fixed Training Sites at CTE Schools Program. This program is designed to provide fixed training locations to offer I-CAR training to the industry. The School will allow I-CAR to use space at its location(s) to offer I-CAR courses to I-CAR's industry students and in exchange I-CAR will provide the School and its students with its Professional Development Program™ – Education Edition ("PDP-EE") curriculum as set forth below.

1. School Obligations. The School will allow I-CAR and its personnel and students to access and use its facility and provide the spaces and equipment as set forth in Exhibit A. The School has and will maintain reasonable and customary insurance for the facility that is sufficient to cover liability that may arise based on the access to and use of the facility contemplated under this Agreement by I-CAR and its students, including \$1M in coverage. The School will provide a copy of such insurance to I-CAR as Exhibit D, and a copy of I-CAR's insurance is attached as Exhibit E. The School agrees if there are any State legal statutes and/or terms and conditions that require compliance as part of this Agreement that they will be outlined as Exhibit F and attached to this Agreement and will become binding upon signature by both parties.

2. I-CAR Obligations. I-CAR will provide its PDP-EE curriculum to the School as outlined in I-CAR's PDP-EE Kick-Start Guide attached as Exhibit B and as follows:

a. PDP-EE Curriculum. I-CAR will license its PDP-EE curriculum to the School pursuant to I-CAR's standard license agreement attached as Exhibit C free of charge (a \$1,100 savings annually).

b. PDP-EE Student Start. I-CAR will allow School students to register for the PDP-EE course free of charge (a \$50 savings per student).

c. RTS Site Availability. I-CAR will make its RTS site available to the School, its instructors and post-student I-CAR "Platinum" level graduates during the term of this Agreement (a \$1,790 savings annually).

d. PDP-EE End of Course Exams. I-CAR will provide its PDP-EE End of Course Examinations to School students free of charge (a \$100 savings per student), including Platinum level for Platinum Pro Level® 1 non-structural technicians and Platinum Pro Level 1 refinish technicians.

e. Steel and/or Aluminum Welding Training. If the School uses the PDP-EE curriculum and provides I-CAR's Automotive Collision Repair Steel and/or Aluminum Welding course, it will also be able to offer the I-CAR (WCS03) steel welding training and/or the I-CAR (WCA03) aluminum welding training. The School's students will be allowed to apply for I-CAR WCS03 steel welding certification and/or for I-CAR WCA03 aluminum welding certification for \$235 (an \$860 savings per student).

f. Support Services. I-CAR will provide its PDP-EE curriculum support team services to the School free of charge.

3. Term. The initial term of this Agreement commences on the date it is countersigned by the School below (“Effective Date”) and continues for a period of 12 months. The term will automatically renew for additional 1 year periods unless terminated by either party by giving 30 days written notice prior to expiration of the initial term or any renewal term.

4. Termination. Either party may terminate this Agreement at any time upon 60 days written notice to the other party. Termination of this Agreement will cancel the School’s license to the PDP-EE curriculum. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure such breach within 30 days after written notice specifying such breach.


5. Indemnity. Each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party, its officers, directors, employees, contractors and agents, from and against any third party claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) based on such party’s breach of this Agreement, gross negligence or willful misconduct. The party requesting indemnification will give prompt written notice of the claim to the Indemnifying Party, assist the Indemnifying Party in the defense of the claim at the Indemnifying Party’s request and expense and give the Indemnifying Party sole control over the defense and settlement of the claim; provided that the Indemnifying Party will not enter into any settlement without the other party’s consent, not to be unreasonably withheld. The Indemnifying Party shall not be obligated under this Section if and to the extent a claim is caused by the gross negligence or willful misconduct of the other party.

6. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to conflict of laws rules. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior or contemporaneous agreement with respect to the subject matter of this Agreement.

Please confirm your agreement to the above by signing this letter where indicated below and returning an original signed copy with Exhibits A and D (Certificate of Insurance) to [schools@i-car.com](mailto:schools@i-car.com)

Any questions, please call the CTE hotline at 888-422-7211 or email: [schools@i-car.com](mailto:schools@i-car.com)

Sincerely,



John S. Van Alstyne  
CEO & President  
I-CAR

**SCHOOL**

ACCEPTED AND AGREED:

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

Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Effective Date: \_\_\_\_\_

Updated 5.17.2017 mpk

## **EXHIBIT A** **SCHOOL FACILITY**

School Facility Name and Location. Las Positas College , 3000 Campus Hill Drive Livermore CA 94551

Facility Requirements: Access. The School will provide the following to I-CAR, free of charge.

- Classroom. Single classroom (12 person minimum capacity) until a larger classroom is identified, including desk and/or table seating and chairs, working heat, air conditioning, electrical connections (including laptop plug and play setup option, screen, projector, speakers and password access for the School equipment and systems), rest room access and wireless Internet access.
- I-CAR Signage. I-CAR may place signage (including a banner and/or street sign) directing industry students to the classroom. I-CAR shall at all times remain the owner of all such signage and the School shall not move or revise any such signage without I-CAR's consent.
- Parking: The School will provide a minimum of 13 complementary parking spaces for I-CAR industry students and staff and any permits, passes or other items necessary to access and use such parking spaces. When classroom space expands than additional complimentary passes will become available
- Security: The School will notify its security staff of I-CAR's presence and authorized use of the facility and provide any badges, passes, keys or other items necessary for I-CAR industry students and staff to access and use the facility at any time during or after regular school hours, free of charge. The School's process for access to the school and instructor and student identification is set forth below. I-CAR will not be responsible for any expenses relating to security or security personnel, including costs associated with security personnel opening or locking the facility for I-CAR.

- I-CAR Instructors/Staff Access Process (attach additional page if necessary):

College staff will be on-site to provide access during the class meeting times.

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- I-CAR Industry Student Access Process (attach additional page if necessary):

College staff will be on-site to provide access during the class meeting times.

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*[School to insert any clearance and sign-in processes and badges, etc. required for I-CAR instructors/staff and students to access the facility.]*

Lab/Shop Access.

- (At this time lab space is not available. When space does become available I-CAR will have use to such space
- I-CAR may arrange for local vendors to meet at the School facility and the School in connection with its training courses. The access process set forth above for I-CAR instructors/staff will apply to any such local vendors.
- I-CAR, its instructors and students may access and use the School's shop lab to provide BLU01, refinish courses and for other purposes relating to its curriculum and courses.
- I-CAR may store a vehicle at the facility in a designated parking spot and may move the vehicle into the school shop for course instruction and student access and use as necessary.

Secure Storage Space. The School will provide a small locked closet for I-CAR's exclusive use to store its course-related materials and props.

**EXHIBIT B**

**I-CAR PDP-EE: KICK-START GUIDE**



# I-CAR® PDP-EE: KICK-START GUIDE

The I-CAR® Professional Development Program™ - Education Edition (PDP-EE) curriculum provides the **very latest in training** for you and your students. Upon successful completion of the program, your graduates will earn certificates documenting the industry-recognized **I-CAR Platinum™ designation!**

## PDP-EE SET-UP AND ANNUAL LICENSING

- Begin the set-up process by contacting the I-CAR Career & Technical School Hot-line: 888.422.7211 or email [Schools@I-CAR.com](mailto:Schools@I-CAR.com)
- Purchase the PDP-EE Curriculum Package for \$1,100, annually.
- I-CAR® Educator Support will contact you within 24-48 hours to begin the on-boarding process.
- After completing the set-up process, the full curriculum can be accessed through the PDP-EE Instructor Support Website (ISW).
- Complete the Educator Role ProLevel 1 training requirements while you begin to teach the PDP-EE to your students.

## STUDENT “STARTS”: *myI-CAR*® STUDENT REGISTRATION

- Inform each of your students to go through new user registration for a *myI-CAR* account at [www.i-car.com](http://www.i-car.com). At this time, only your students that are brand new, first-year students pay a one-time fee of \$50.
- Fax a completed “Student Starts Order Form and Invoice” to 888.590.5086.
- I-CAR Educator Support enrolls your students in the required PDP-EE courses upon receipt of the form.
- Within the 5 business days following completion of processing the enrollment and payment form, students will have access to the online courses as well as live course support materials like objective worksheets, handouts and textbooks.

## TEACHING THE PDP-EE CURRICULUM

- Teach all PDP-EE course materials required during your one or two year program (found on the PDP-EE ISW).
- Students can locate all course materials in their individual *myI-CAR* accounts.

## STUDENT “GRADS”: REGISTERING STUDENTS FOR END OF PROGRAM EXAMS

- Students are required to complete all online courses before access is allowed to the End of Program Exams.
- Instruct students to change their role in their *myI-CAR* account from “Student” to “Refinish Technician” and “Non-Structural Technician” roles.
- Complete the “End of Program Exam Order Form and Invoice” and fax to 888.590.5086.
- Student “Grad” fee for End of Program Exams: \$100/student includes both Non-Structural and Refinish ProLevel 1 exams.
- Students have access to the “End of Program Exams” within 5 business days after form and invoice are processed.
- The exam may be proctored. Be sure to follow your local and state requirements.
- Exam results are available to students immediately. Within seven days of completing exams, passing students are mailed their I-CAR Platinum certificates.

For more information please contact the I-CAR Career and Technical School Hotline at **888.422.7211** or email **[Schools@I-CAR.com](mailto:Schools@I-CAR.com)** to get started.

**EXHIBIT C**

## **I-CAR PDP-EE CURRICULUM LICENSING AGREEMENT**

### **Terms of Agreement:**

This agreement is by and between the Inter-Industry Conference on Auto Collision Repair (“I-CAR” or “Licensor”), and Licensee (“Licensee” or “You”).

All I-CAR course curriculum material (“Curriculum Material”) is the copyrighted intellectual property of I-CAR. Unauthorized reproduction or distribution of the Curriculum Material is expressly prohibited.

The Curriculum Material is licensed, not sold, to You by I-CAR for use only under the terms of this license, and I-CAR reserves all rights as to the use and ownership of the Curriculum Material. As Licensee, You are responsible for the installation, management, and operation of all electronic data and hardware devices on which the Curriculum Material is stored.

### **Grant of License:**

Subject to your compliance with the terms of this agreement, I-CAR grants You permission to:

- 1) Copy the Curriculum Material to Licensee's Career and Technical Education (“CTE”) School network system on a common storage device which is accessible by multiple computers only if there is a mechanism to prevent unauthorized access and prevent unauthorized copies of I-CAR Curriculum Material from being made. You are not authorized to place I-CAR Curriculum Material on any electronic forums, BBS, the Internet, the World Wide Web, or any other electronic area accessible to the public or unauthorized users.
- 2) Allow Licensee's students to directly access electronic and printed Curriculum Material contained in each I-CAR course for the sole purpose of providing instructional services to such students by Licensee. Distribution of Curriculum Material other than for instructional purposes by Licensee to its own students is strictly prohibited.

Under this agreement, except as provided above, You may not:

- 1) Copy or reproduce in any format all or any portion of I-CAR Curriculum Material other than to use it within Licensee's system for the purpose of teaching Licensee's students.
- 2) Modify, adapt, translate, or create derivative works based upon I-CAR Curriculum Material or any part thereof.
- 3) Rent, lease, loan, distribute, or sub-license all or any portion of I-CAR Curriculum Material.
- 4) Alter or remove any copyright, trademark or other proprietary notices or Under the terms of this agreement, You agree to keep any information contained herein confidential and to protect I-CAR Curriculum Material from unauthorized distribution or use.

### **Termination:**

This license is effective for a one year term, and shall automatically renew until terminated. This license will terminate immediately without notice from I-CAR or by judicial resolution if You fail to comply with any provision of this license.

Once this license terminates, You must immediately cease using or accessing the Curriculum Material and delete all copies of the Curriculum Material from your network and from any other storage devices upon which they reside and send I-CAR notice in writing that You have done so. I-CAR shall have the right to inspect Licensee's network system to ensure such deletion upon reasonable notice to Licensee. I-CAR reserves the right to immediately terminate access to Curriculum Material upon either termination of this license or upon Licensee failing to make payment(s) due to I-CAR.

### **Disclaimer, Limitation of Remedies and Damages:**

I-CAR is providing the Curriculum Material "AS IS" and makes no warranties regarding the Curriculum Material, and disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event will I-CAR or its licensors, or any directors, officers, members, employees, or affiliates of any of the foregoing, be liable to You or anyone else for any consequential, incidental, indirect, special or punitive damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, and the like), whether foreseeable or unforeseeable, arising out of the use of or inability to use the software or accompanying written materials contained in the Curriculum Material, regardless of the basis of the claim and even if I-CAR or an I-CAR representative has advised such person of the possibility of such damage. I-CAR liability to You or any other person for direct damage for any cause whatsoever, and regardless of the form of the action, will be limited to the amount You paid for the product.

### **Indemnity:**

You agree to indemnify, defend and hold harmless I-CAR, its agents, officers, directors, members, employees, affiliates, successors and assigns from an against any action, claim, damage or liability, including reasonable costs and attorney's fees arising out of or relating to your breach of this agreement, including the unauthorized use of the Curriculum Material by You, your employees or your students, or any damages caused by such unauthorized use of the Curriculum Material.

### **General:**

In any lawsuit, action or proceeding to enforce the terms of this license, the prevailing party shall be entitled to all reasonable costs and attorney's fees. This license will be construed under the laws of the State of Illinois, except for that body of law dealing with conflicts of law. If any provision of this license shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this license will remain in full force and effect. This agreement is the entire agreement between I-CAR and You relating to the Curriculum Material and replaces any previous agreement regarding the Curriculum Material. The Disclaimer, Limitation of Remedies and Damages section and the Indemnity section shall survive termination of this agreement.

**Product Information:** Adobe, Acrobat, and the Acrobat logo are trademarks of Adobe Systems Incorporated.



**EXHIBIT D**

**SCHOOL CERTIFICATE OF INSURANCE**

To be provided by the School.

# EXHIBIT E

## I-CAR CERTIFICATE OF INSURANCE



INTERIN-01

DLUCE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> License # CA#0658748 AHT Insurance 600 University Street #1300 Seattle, WA 98101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (206) 269-0122      FAX (A/C, No): (206) 269-0179 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Hartford Fire Insurance Company      19682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  Inter-Industry Conference on Auto Collision Repair-(DBA: I-Car) 5125 Trillium Blvd. Hoffman Estates, IL 60132	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		52UUNPT2956	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT F**

**ADDITIONAL TERMS AND CONDITIONS**

(only if applicable)

**I-CAR**

ACCEPTED AND AGREED:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**SCHOOL**

ACCEPTED AND AGREED:

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

Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Effective Date: \_\_\_\_\_