

UNIVERSITY OF THE PACIFIC STANDARD SERVICES AGREEMENT

This Standard Services Agreement (“**Agreement**”) is entered into effective as of November 1, 2012 (the “**Effective Date**”) by and between the University of the Pacific, a California nonprofit public benefit corporation (“**University**”), and Chabot Las Positas Community College District, Chabot College Dental Hygiene Program School a (“**Contractor**”). In consideration of the promises and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Services.** Contractor agrees to perform the those services (“**Services**”) required under this Agreement and as specifically set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A (“**Scope of Work**”). Use of the term “Agreement” shall include the Scope of Work. Contractor may not subcontract to any third party any portion of the Services nor may Contractor, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement, without the prior written consent of the University.
2. **Ownership of Work Product.** Contractor acknowledges and agrees that all work product and deliverables prepared for, arising from, related to, or incorporated in the Services may be used, without limitations, by University.
3. **Compensation and Expenses.** University shall pay to Contractor the fees set forth in the Scope of Work (“**Fees**”). Unless otherwise stated in the Scope of Work, the Fees shall include, and Contractor shall be responsible for, all expenses and taxes incurred by Contractor in connection with providing the Services.
4. **Payment Terms.** Except as may otherwise be set forth in the Scope of Work, Contractor shall submit to University on a monthly basis an invoice listing in detail all Services provided to University and Fees incurred by Contractor in the prior month (“**Invoice**”). University shall remit payment to Contractor on undisputed Invoices within forty-five (45) days (excluding holidays) of the University’s receipt of the Invoice.
5. **Term and Termination.** The Agreement shall commence on the Effective Date and, unless otherwise provided in the Scope of Work, shall terminate upon Contractor’s completion of the Services to University’s satisfaction, provided that University may terminate this Agreement: (i) at any earlier time, without cause or penalty, by giving at least five (5) days’ written notice to Contractor; or (ii) immediately upon written notice to Contractor in the event of Contractor’s material breach of this Agreement. Any early termination of this Agreement shall be without prejudice to any claims or damages a party may have.
6. **Independent Contractor Relationship.** Contractor is and shall be an independent contractor of the University. Neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees or agents of University. Contractor and Contractor’s employees and subcontractors will not be entitled to any benefits made available to University employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither Contractor nor Contractor’s employees or subcontractors are authorized to bind University or make any representations on its behalf in any matter.
7. **Contractor’s Insurance.** The insurance provisions set forth in Exhibit B attached hereto shall be made a part of the terms and conditions of this Agreement and incorporated herein by reference.
8. **Confidentiality.** At all times hereafter, Contractor will keep in confidence and trust all confidential and proprietary information that Contractor learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any confidential information without University’s advance written consent, except as may be directly necessary in the ordinary course of performance of the Services under this Agreement, or as otherwise may be required by law.

9. **Contractor's Representations and Warranties.** Contractor represents and warrants that: (a) Contractor will comply with all federal, state and University laws, rules and regulations in performing the Services, (b) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, (c) all Services will meet the specifications set forth in the Scope of Work, and (d) Contractor has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for Contractor to render the Services.

10. **Indemnification.** Contractor agrees to hold harmless and indemnify University and its regents, officers, directors, employees and agents from and against all claims, damages, losses, and expenses (including without limitation attorneys' fees and costs) ("**Loss**") arising out of (i) the performance of the Services, except to the extent that such Loss is caused by the sole negligence or willful misconduct of University, or (ii) any breach or default in the performance of any of Contractor's obligations hereunder including, without limitation, any breach of any warranty or representation. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

11. **Survival.** The provisions of Sections 5 (Term and Termination), 6 (Independent Contractor Relationship), 8 (Confidentiality), 9 (Contractor's Representations and Warranties), 10 (Indemnification), 12 (Limitation on Damages), 13 (Governing Law; Dispute Resolution), 14 (University Names and Logos), 15 (General Provisions) and Section 2 of Exhibit B (Continuous Coverage) shall survive termination of this Agreement.

12. **Limitation on Damages.** In no event shall either party be liable to the other party for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if such party has been apprised of the possibility thereof; provided, however, that the foregoing limitation shall not apply in the event that Contractor breaches the provisions of Section 7 (Confidentiality) of this Agreement.

13. **Governing Law; Dispute Resolution.** This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

14. **University Names and Logos.** Contractor agrees that it shall not use the University's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the University or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the University, which permission may be given or withheld in the University's sole discretion.

15. **General Provisions.** No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. Time is of the essence. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement including its Exhibits, may not be modified except in writing executed by duly authorized representatives of the parties. This Agreement together with the exhibits hereto constitutes the entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding.

[Signature page to immediately follow]

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the Effective Date.

UNIVERSITY OF THE PACIFIC

CONTRACTOR

By: _____
Name: : Dr. Bhaskara Jasti
Title: Interim Associate Provost for Research

By: _____
Name: _____
Title: _____

University of the Pacific
Arthur A. Dugoni School of Dentistry
2155 Webster Street
San Francisco, CA 94115
Attn: Dr. Paul Glassman
Fax number: (415) 749-3399

Chabot College Dental Hygiene Program
25555 Hesperian Blvd.
Hayward, CA 94545
Attn: _____
Fax number: _____

Exhibit A

SCOPE OF WORK

SERVICES:

Evaluate on-line curriculum modules on community oral health. These curriculum modules have been developed to prepare dental students and dental hygiene students to provide dental services in underserved communities. Specific instructions for the review of the modules and technical support will be provided by Pacific staff.

Contractor will provide summative feedback/evaluation information to Pacific according to instructions provided by Pacific.

COMPENSATION:

The contractor will receive a fee of \$4,000 dollars for review of the curriculum. Compensation shall not exceed \$4,000 prior to written prior authorization from Pacific.

EXPENSES:

Pacific will not reimburse Contractor for expenses.

PAYMENT TERMS:

Contractor will be paid for services after submission and acceptance of curriculum review report by Pacific.

INSURANCE REQUIREMENTS:

Insurance requirements have been waived.

TERM:

The agreement is effective November 1, 2012 and will expire upon completion of the Services to Pacific's satisfaction and no later than June 30, 2013.

Exhibit B

INSURANCE PROVISIONS

INSURANCE REQUIREMENTS HAVE BEEN WAIVED.