

**AGREEMENT TO PROVIDE SERVICES
BETWEEN
CHABOT COLLEGE AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement to Provide Services (“Agreement”) is entered into on July 1, 2016 (“Effective Date”) by and between The Regents of the University of California, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its Willied Body Program (hereinafter collectively referred to as “University”) and Chabot College (“Chabot College”), having its principal offices at 25555 Hesperian Boulevard, Hayward, California 94545.

RECITALS

University has experience, capabilities, and expertise in the conduct of its Willied Body Program including, but not limited to, supplies, equipment, material, and labor, and performance of such is consistent with its educational, and research activities. Those services, which are exclusive to Chabot College, will be provided by University, its employees, agents, or contractors, in support of educational, and research activities of Chabot College as required for operations and in compliance with applicable law.

1. Term of Agreement

The Services (defined in Section 2) will be provided during a period beginning on July 1, 2016 and ending on June 30, 2021 (“Term”), unless otherwise terminated as provided herein. In the event that any Allocated Anatomical Materials (defined in Section 3) have an Allocation Period (as set forth in the Anatomical Materials Request Form or defined in Exhibit A) of a greater duration than the Term, the parties hereby agree to amend the Agreement within thirty (30) days of its expiration, unless terminated as provided herein or unless any Chabot College facility is not entitled to receive Anatomical Materials (defined in Section 2).

2. Scope of Services

The types of services, frequency, and scope to be provided by University Chabot College under this Agreement are set forth in Exhibit A (“Services”). Chabot College will notify University of any and all operational changes that would potentially affect the Services. However, the Services are based upon availability and the parties agree that, due to availability constraints, the University may not be able to fulfill the number of cadavers or specimens thereof (“Anatomical Materials”), as requested by Chabot College.

3. Reassignment

Anatomical Materials, which Chabot College receives from the University, (Allocated Anatomical Materials) shall not be reassigned, transferred, or otherwise given to any third parties without prior written consent of the University.

4. Payment

Allocation Fees for Anatomical Materials are set forth in Exhibit A. University will present appropriate invoices to Chabot College by the last day of the calendar month for actual and estimated services rendered in that month. Payment for services must be made by the 30th of each month, based on Services rendered during the previous calendar month. Estimations, when appropriate, will be made for billing purposes, with any reconciling occurring at least quarterly and before June 30th of each year.

Payments will be made through the agreed upon transfer mechanism between University and Chabot College with clear identification made by Chabot College of payment for these services. Checks to University shall be made payable to “**U C Regents**,” and shall be mailed with a copy of the invoice to:

UCSF Controller's Office
Accounts Payable, Box 0812
1855 Folsom St., Suite 425
San Francisco, CA 94143-0812

To insure prompt payment, invoices must match to the Agreement. Services provided under this Agreement do not conform to California usage tax (non-taxable). The parties agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies.

5. Ownership

University solely owns all Allocated Anatomical Materials. University relinquishes no ownership rights in any Anatomical Materials, which University provides Chabot College. Chabot College shall conform to all stipulations set forth in this agreement and the Anatomical Material Request Form in the acquisition, storage, use and return of all Allocated Anatomical Materials

6. Confidentiality

Chabot College and its directors, officers, employees, students, agents, or contractors (“Chabot College Personnel”), who use, who are exposed to the Chabot College’s Allocated Anatomical Materials, or who otherwise have knowledge of Chabot College’s Allocated Anatomical Materials, shall not reveal any information about such Allocated Anatomical Materials to any third parties. In the event that a third party inquires about such Allocated Anatomical Materials, such Chabot College Personnel shall refer all inquiries to the University. Further, Chabot College Personnel shall not disclose any medical history or identifiable personal information of any Allocated Anatomical Materials to any third parties.

7. Indemnification

To the fullest extent permitted by law, Chabot College shall indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with the performance of this Agreement. Chabot College shall also immediately defend University at Chabot College’s own expense (including all attorneys’ fees, expert fees, and litigation costs) in any such suit, claim or action asserted against University, and University will maintain control of the defense of any such suit, claim or action. Chabot College’s indemnity, hold harmless and defense obligations shall apply to any acts or omissions, negligent conduct, or willful or intentional misconduct, whether active or passive on the part of Chabot College or University, except that such obligations will not be applicable to any liability, loss, expense or claim for injury arising from the sole negligence or willful misconduct of University, its officers, employees and agents.

8. Insurance

For the term of this Agreement or of any subsequent amendment hereto, each party agrees to effect and maintain adequate commercial general liability insurance or equivalent program of self-insurance for the Term with limits as follows: (1) Each Occurrence: \$2,000,000; (2) Products/Completed Operations Aggregate: \$5,000,000; Personal and Advertising Injury: \$1,000,000; and General Aggregate: \$5,000,000.

Also, in the event that either party has its employees deliver or retrieve Allocated Anatomical Materials by vehicle during the term of this Agreement or of any subsequent amendment hereto, the party whose employees are performing such tasks shall also maintain adequate business automobile liability insurance or equivalent program of self-insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

Finally, each party agrees to maintain Workers' Compensation Insurance or self-insurance as required under California State Law during the term of this Agreement or of any subsequent amendment hereto.

If the above insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement or of any amendment hereto. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It is expressly understood, however, that the coverages set forth herein shall not in any way limit the liability of any party. Each party further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the other party against other insurable hazards relating to performance.

The University must be named as an additional insured on the Chabot College's policies of commercial insurance or self-insurance and must be in receipt of Chabot College's Additional Insured Endorsement(s). Copies of Chabot College's insurance certificates and endorsements are to be provided at the election of the University through the UC Tracker web-based certificate tracking system, or mailed to:

To University:
Andrew Corson
Department of Anatomy, Box 0902
School of Medicine, AC-14
San Francisco, CA 94143

Chabot College agrees that although an Agreement may have been provided it does not guarantee service will be obtained from the University until such time as the University is in receipt of the Chabot College's Certificate(s) of Insurance Additional Insured Endorsement(s), all of which comply with the above requirements. It is also understood and agreed that if the University has not received the required documents within ten (10) business days after the execution of this Agreement, the University may terminate the Agreement and seek any and all of the legal remedies available to it.

9. Inspections

Chabot College agrees that any premises, which store any Allocated Anatomical Materials or where any Allocated Materials are used, shall have open and unfettered ingress and egress to University staff to inspect such premises routinely during regular business hours. Any such premises that do not meet the standards of the University will be given reasonable time to come into compliance with the University standards, but should any such premises fail to comply, such non-compliant premises must immediately permit retrieval of all Allocated Anatomical Materials stored there. Any such non-compliant premises shall not be entitled to receive any further Allocated Anatomical Materials until such non-compliant premises have corrected any deficiencies to the sole satisfaction of University staff.

10. Retrieval

By the end of an Allocation Period (defined in the Anatomical Material Request Form), by the expiration of this Agreement or any subsequent amendment hereto, or by the termination of this Agreement or any subsequent amendment hereto, whichever is sooner, Chabot College agrees to make any remaining Allocated Anatomical Materials, which are still under its control by any one of those dates, available for University or its agent or contractor to take possession of and remove, unless University requests an alternate disposal in writing. To accommodate University or its agent or contractor in taking possession of and removing any Allocated Anatomical Materials, Chabot College shall have the Allocated Anatomical Materials stored in a University-approved premises; Chabot College hereby grants University or its agent or contractor ingress and egress to any Chabot College premise where the Allocated Anatomical Materials are stored; and Chabot College shall not interfere with University or its agent or contractor in taking possession of and removing any Allocated Anatomical Materials.

11. Interruption of Service

University shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, availability constraints as referenced in Section 2 above, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of University shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, University's obligations hereunder shall resume. In the event the interruption of University's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

12. Termination

Either party may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice to the other party. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default with thirty (30) days after written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice of termination with an immediate effect to the defaulting party. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. This Agreement may be terminated at any time by mutual written agreement between the parties.

13. Notice

Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service or by deposit in the U.S. mail, postage prepaid, addressed to the parties as follows:

To University:

Andrew Corson
Department of Anatomy, Box 0902
School of Medicine, AC-14
San Francisco, CA 94143

To Chabot College:

Attention: Patricia Wu or Jennifer Lange

Department of Biology
25555 Hesperian Boulevard
Hayward, California 94545

14. Public Records

The parties acknowledge that University is a California constitutional corporation subject to California Government Code 6250, *et seq.* also known as the California Public Records Act (“Act”) and that all records and files of University except those that may be excepted by the Act are available to any member of the public who makes a request pursuant to the Act.

15. Use of Name

Chabot College shall not use the name of the University or its employees or consultants in any advertisement, press release or other publicity without the prior written approval of the University, except to the extent otherwise required by law. Chabot College understands that California Education Code Section 92000 provides that the name “University of California” is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. The Chancellor or his designee may grant such permission.

16. Assignment

Chabot College shall not assign or transfer any interest in this Agreement. Any attempted assignment in violation of this section shall be void and of no effect.

17. Independent Contractor

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

18. Authority to Enter into Agreement

Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement does not conflict with any order, law, rule or regulation or any agreement or understanding by which such party is bound.

19. Entire Agreement; Modification

This Agreement, with its attachments, constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any other written or oral understanding of the parties respecting the subject matter hereof. This Agreement may not be modified except by written instrument executed by duly authorized representatives of both parties.

20. Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. The failure of either party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.

21. Section Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Exhibits

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

23. Governing Law

California law shall govern the interpretation and enforcement of this Agreement, notwithstanding any conflicts of laws principles to the contrary. Any litigation or other mutually agreed-upon dispute resolution between the parties shall take place in San Francisco County, California. Each party waives any objection to personal jurisdiction or venue in any forum located in that County.

24. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement. It is further agreed that if either party is prohibited by law from performing any term and/or condition of this Agreement, the affected party's performance shall be deemed excused with respect to that specific term and/or condition. However, the affected party shall be obligated to perform any and all other terms and/or conditions not prohibited by law. In performance of the Services under this Agreement, each party shall comply with all applicable federal, state and local laws, codes, regulations, rules, and orders pertaining to such activities.

25. Survival

The obligations of Sections 3-8, 10, 15, and 19-24 shall survive termination or expiration of this Agreement.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Agreement to be signed by its duly authorized officer as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

CHABOT COLLEGE

Signature

Signature

Printed Name

Lorenzo Legaspi

Printed Name

Title

Vice Chancellor, Business Services

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

This Exhibit A supplements and is made part of the Agreement to Provide Services effective July 1, 2016 ("Agreement"), which has been entered into by and between the Regents of the University of California, a California Constitutional corporation, acting for and on behalf of the University of California, San Francisco campus and its Department of Anatomy ("University"), and Chabot College, having its principal offices at 25555 Hesperian Boulevard, Hayward, California 94545 ("Chabot College"). Any established terms not defined herein take their meaning from the term as it is established in the Agreement.

1. Infectious Disease Testing

University will test Anatomical Materials, which Chabot College requests, for HIV, Hepatitis B, and Hepatitis C. Anatomical Materials that do not receive negative results on these tests will not be allocated, unless a duly authorized representative of Chabot College requests in writing the delivery of Anatomical Materials that have not had negative results. In order to have such request fulfilled by University, Chabot College hereby agrees to indemnify, defend, and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with Chabot College's possession or use of such Allocated Anatomical Materials.

2. Delivery and Retrieval

University shall deliver and retrieve or have delivered or retrieved any Anatomical Materials provided under this Agreement to Chabot College.

3. Schedule of Charges for and related to Allocated Anatomical Materials

Chabot College agrees to pay University in accordance with the fees and charges for Allocated Anatomical Materials and services provided of the categories below. Prices shall be provided separately and are subject to change without notice:

- a. One cadaver: a one-time, per-cadaver fee for the Allocation Period (defined below) and which includes a standard white body bag (an "Allocation Fee");
- b. One heavy gauge, reusable body bag, which may be used in place of the standard white body bag. The Allocation Fee under 3.a does not include this type of bag;
- c. Specimens, the fee that is in effect when the request is made (an "Allocation Fee"); and
- d. University's full and actual delivery and retrieval costs for delivery and retrieval of the Allocated Anatomical Materials.

4. Marking; Storage

- a. All Allocated Anatomical Materials must be clearly marked with the University Case Number.
- b. Any Allocated Anatomical Materials that cannot be related to a specific case number must be immediately made available to University or its agents or contractors as provided in the Notice section of this agreement or as otherwise agreed in writing.
- c. No Allocated Anatomical Materials shall be stored in a "red bag" at any time.

5. Allocation Periods

- a. Fresh Anatomical Materials are allocated for thirty (30) days.
- b. Fresh, frozen Anatomical Materials are allocated for one (1) year.
- c. Embalmed Anatomical Materials are allocated for three (3) years.

Chabot College may request an extension of an Allocation Period, but such request must be requested in writing and can only be approved by the University's Anatomical Material Review Committee.

2014-15 Rate List

Material Description	Code	Internal Rate	External Industry Rate*
Whole Cadaver (Embalmed)	WC-EM	\$2,500	\$3,150
Whole Cadaver (Unembalmed)	WC-UN	\$2,500	\$3,150
Whole Cadaver, EM, Brain Removed	WC-EMBR	\$2,250	\$2,835
Whole Cadaver, UN, Brain Removed	WC-UNBR	\$2,250	\$2,835
Whole Skeleton	WC-SKEL	\$3,000	\$3,780
Head/Cephalus	C-HD	\$800	\$1,008
Hemisected Head (per half)	C-RHH, C-LHH	\$500	\$630
Skull	C-BS	\$760	\$958
Cephalus with Cervical Spine	C-CS	\$880	\$1,109
Cephalus with C & T Spine	C-CTS	\$980	\$1,235
Occipit with C Spine	C-OC	\$600	\$756
Calvaria	C-BC	\$200	\$252
Temporal Bone	C-BTF, C-BTL	\$330	\$416
Whole Brain	C-WB	\$500	\$630
Half Brain	C-HBR, C-HBL	\$380	\$479
Mandible	C-BMR	\$250	\$315
Maxilla	C-BML	\$300	\$378
Cephalus Tissue	C-T (specify)	\$130	\$164
Torso - Whole	T-W	\$1,730	\$2,180
Torso with Limbs	T-WL	\$2,250	\$2,835
Torso with Shoulders	T-WSH	\$1,750	\$2,205
Torso with Cephalus	T-WHD	\$1,880	\$2,369
Torso with Cephalus/Shoulders	T-HDSH	\$2,000	\$2,520
Torso with Cephalus/Upper Limbs	T-HDWUL	\$2,150	\$2,709
Cephalus/Thorax/Shoulders	T-CTSH	\$1,750	\$2,205
Cephalus/Thorax/Upper Limbs	T-CTUL	\$1,940	\$2,444
Torso with Upper Limbs	T-UL	\$1,750	\$2,205
Torso with Lower Limbs	T-LL	\$1,750	\$2,205
Torso with Knees	T-LLK	\$1,750	\$2,205
Spine - Whole	T-SW	\$830	\$1,046
Spinal Cord	T-SCD	\$850	\$1,071
Cervical Spine	T-SCV	\$730	\$920
Thoracic Spine	T-STH	\$730	\$920
Cervico-Thoracic Spine	T-SCT	\$750	\$945

Cervico-Thoracic-Lumbar Spine	T-SCTL	\$800	\$1,008
Thoracic-Lumbar Spine	T-STL	\$750	\$945
Thoracic-Lumbar-Sacral Spine	T-STLS	\$800	\$1,008
Lumbar Spine	T-SLU	\$730	\$920
Lumbar-Sacral Spine	T-SLS	\$750	\$945
Sacral Spine	T-SS	\$730	\$920
Abdomino-pelvis	T-ABD	\$630	\$794
Thorax	T-TRX	\$630	\$794
Pelvis	T-PW	\$630	\$794
Hemi-pelvis (per half)	T-PHR, T-PHL	\$480	\$605
Pelvis with Lumbar Spine	T-PLS	\$750	\$945
Pelvis with Full Lower Limbs	T-PLL	\$1,250	\$1,575
Pelvis with Limbs at Mid-Femur	T-PLLMF	\$1,000	\$1,260
Pelvis with Limbs at Mid-Tibia	T-PLLMT	\$1,130	\$1,424
Organ (individual or paired)	T-ORG	\$250	\$315
Torso-Tissue	T-T (specify)	\$130	\$164
Lower Limb with Hemi-Pelvis	LL-HPR, LL-HPL	\$630	\$794
Lower Limb with Full Femur	LL-WR, LL-WL	\$550	\$693
Lower Limb Mid Femur	LL-MR, LL-ML	\$500	\$630
Knee	LL-KR, LL-KL	\$400	\$504
Lower Limb Tibia to Foot	LL-TFR, LL-TFL	\$475	\$599
Foot	LL-FR, LL-FL	\$330	\$416
Femur	LL-BFMR, LL-BFML	\$380	\$479
Tibia	LL-BTF, LL-BTL	\$330	\$416
Fibula	LL-BFR, LL-BFL	\$330	\$416
Tissue	LL-T (specify)	\$130	\$164
Upper Limb with Shoulder	UL-WR, UL-WL	\$630	\$794
Upper Limb with Full Humerus	UL-HRF, UL-HLF	\$600	\$756
Upper Limb Mid Humerus	UL-MR, UL-ML	\$500	\$630
Shoulder	UL-SR, UL-SL	\$500	\$630
Forearm	UL-FR, UL-FL	\$380	\$479
Hand	UL-HR, UL-HL	\$350	\$441
Elbow	UL-ER, UL-EL	\$380	\$479
Humerus	UL-BHR, UL-BHL	\$380	\$479
Ulna	UL-BUR, UL-BUL	\$285	\$359
Radius	UL-BRR, UL-BRL	\$285	\$359
Tissue (single specimen)	UL-T (specify)	\$130	\$164

*Includes 26% Facilities and Administration Rate