

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into this _____ day of _____, by and between the Center for Innovation in Education, dba Base 11 (“B11”), a not for profit 501(c)3 corporation and Chabot-Las Positas Community College District, Chabot College (“Affiliate Partner”), collectively referred to as the “Parties”.

RECITALS

- A. Whereas, a mutual goal of the Parties is to educate and empower high potential, low resource students with real world, hands-on training and experiences in STEM-based academic, career training, entrepreneurial enterprises.
- B. Whereas, Base 11 has developed human and economic capital, private and institutional partnerships that support the advancement of STEM based learning strategies, job training and entrepreneurial innovation.
- C. Whereas, Affiliate Partner desires to utilize the B11 Fellowship and Academic Year-Round Internships programs and partnerships in support of and to supplement their educational offerings to the public.

The Parties to this Memorandum agree as follows:

- 1. Responsibilities of Base 11:
 - a. Base 11 will provide adequate funding, program management, and executive resources needed to fulfill its role in the implementation of the B11 Fellowship and Academic Year-Round Internships programs.
 - b. Base 11 to list Affiliate Partner as an affiliate Partner of Base 11 on the company website and print materials related to the agreed upon program.
- 2. Responsibilities of Affiliate Partner:
 - a. In collaboration with Base 11, promote its programs which provide high potential low resource students with hands on training, education and mentorship in STEM related fields.
 - b. Provide Base 11 with the appropriate single point of contact(s) needed to support its role in the program partnership who will be responsible for student recruitment, outreach and application support; marketing and communications; overall partner relationship and joint funding development opportunities.

3. **General Terms:**

- a. Term of Memorandum. This Memorandum will be in effect for 5 years from the date of signing unless superseded by a Definitive Memorandum or terminated pursuant to section 3(b).
- b. Termination. Either party may cancel this Memorandum without cause with a 60-day advanced written notice. Notwithstanding the foregoing, if notice is given during an active program or course, the termination shall not be effective until those students currently enrolled have the opportunity to complete the program or course.
- c. Notices.
Any notice, demand, or request with respect to this Memorandum shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

If to Base 11: Ingrid Ellerbe
 600 Anton Blvd., Suite 1100,
 Costa Mesa, CA 92626
 email: ingridellerbe@base11.com

if to Affiliate: _____

- d. No Joint Venture. This Memorandum does not create a joint venture, partnership or agency relationship between the parties and neither party has the authorization or right to bind the other party to any obligation of any sort or nature whatsoever without such party's express written consent. Use of the term "partner" or "partnership" refers to the Parties' willingness to work with and assist each other and is not intended to create a legal partnership entity under statutory or common law.
- e. Mutual Indemnification. Affiliate Partner and Base 11 agree to defend, indemnify and hold harmless each other 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its directors, officers, agents, or employees.
- f. Use of Logos and Trademarks. Affiliate Partner will provide Base 11 with specific language describing the relationship between Base 11 and Affiliate Partner to be used in its marketing, recruitment, and publicity materials. Base 11 and Affiliate Partner will submit to each other's Marketing Departments all materials that use the other Party's name and/or logo for review and approval prior to publication in a print or online format. No other use may be made of the other Party's logos and trademarks. Each Party shall retain all ownership rights in their respective logos and trademarks.
- g. Media Publications. Both Parties will collaborate on any public announcements, press inquiries and media-related activities related to the agreement or the services provided through the agreement. Base 11 will designate a contact person to work with the Affiliate Partner's Director of Marketing and Communications on media and marketing issues.
- h. Entire Memorandum. This Memorandum constitutes the entire Memorandum and understanding of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and writings, and there are no other Memorandums of Understanding, oral or written, between the parties with respect to the subject matter hereof. This Memorandum may not be amended, altered or modified except in writing signed by the parties.
- i. Modifications of this Agreement. This Agreement may only be modified by written consent and executed by both Parties. Also, consent may not be withheld without reasonable justification.

"B11"
Center For Innovation In Education

dba Base 11

Affiliate Partner
[Chabot-Las Positas Community College District, Chabot College]

By: _____

by: _____

Its: _____

Its: _____