

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS
WORKSITE TRAINING AGREEMENT**

DATE: December 13, 2004

This agreement between **Borden Chemical, Inc.** and the Ohlone Community College District confirms verbal arrangements the parties have made for the offerings described below:

1. Program Description

- | | | |
|-----|------------------|--|
| 1.1 | Course/Services: | Lead & Asbestos Awareness Training |
| 1.2 | Consultant: | Dawn Langer, New Dawn Consulting |
| 1.3 | Times/Dates: | December 17, 2004 – 8:00 – 9:30am
December 17, 2004 – 2:00 – 3:30pm |
| 1.4 | Group Size: | Maximum 12 per Session |
| 1.5 | Location: | Borden Chemical, Inc., Fremont, CA |
| 1.6 | Program Manager: | Bob LoBue, (510) 979-7942; FAX (510)-979-7956
Email: blobue@ohlone.cc.ca.us |

2. Consideration

The offering that is the subject of this Agreement shall be for the exclusive benefit of **Borden Chemical, Inc.** and shall be open to its designees only. Ohlone College shall not receive any State support for the classes. In consideration for the instructional and related services provided by Ohlone College, Borden Chemical, Inc. agrees to pay **\$2000** as determined below:

- | | | |
|-----|---|-------------|
| 2.2 | Deliver two 1 1/2 hour sessions on Lead & Asbestos @ \$1,400 |\$1400 |
| | Six hours for design, development and customization of training | |
| | Materials at \$100/hour..... | \$ 600 |

3. Cancellation

- 3.1 Ohlone College retains the right to cancel a course offered under this Agreement no later than 14 days before the first meeting of the course. If Ohlone College cancels a course, Borden Chemical, Inc. shall not be liable for any payments to Ohlone College.
- 3.2 Borden Chemical, Inc. retains the right to cancel a course offered under this Agreement no later than 14 days before the first meeting of the course.

4. Additional Terms

- 4.1 Borden Chemical, Inc. agrees not to contract independently with the Entrepreneurial Programs trainer (s) for a period of one year after the completion of the training.

5. Notices

Any notice or correspondence required by this Agreement shall be delivered personally or by United States Mail, or Fax transmittal as follows:

For the institute:

5.1 Leta Stagnaro
Dean, Entrepreneurial Programs
Ohlone College
43600 Mission Blvd.
Fremont, CA 94539
(510) 659-7358, Fax: (510) 979-7956

For the Agency:

Ms. Natalie Woodard
Site Leader
Borden Chemical, Inc.
41100 Boyce Road
Fremont, CA 94538
(510) 492-0719, Fax : (510) 490-8373

6. Invoices

Ohlone College will invoice Borden Chemical, Inc. upon the commencement of the program, payable within 45 days.

7. Non-Discrimination

Neither party to the Agreement shall, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.

AGENCY

On behalf of Borden Chemical, Inc.

By _____
Natalie Woodard

Title: Site Leader

Date: _____

INSTITUTE

On behalf of the Ohlone
Community College District

By _____
Leta Stagnaro

Title: Dean, Entrepreneurial Programs

Date: _____