DATE: January 6, 2005

This agreement between NUMMI and the Ohlone Community College District confirms verbal arrangements the parties have made for the offerings described below:

1. Program Description

   1.1 Course: Work Experience 195-A (4 units)
   1.2 Instructor: Kenn Waters
   1.3 Times/Dates: January 19 – March 11, 2005 (excluding February 21, 2005)
   1.4 Group Size: 21 - 25 Students
   1.5 Location: NUMMI
                 45500 Fremont Blvd., Fremont CA 94539
   1.6 Program Manager: Bob LoBue, (510) 979-7942; FAX (510) 979-7956
                       Email: blobue@ohlone.edu

2. Consideration

   The offering that is the subject of this Agreement shall be for the exclusive benefit of NUMMI 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, NUMMI agrees to pay $4,500.00 as determined below:

   2.1 Instruction, 21-25 Students..............................$4,500.00
           (refer to cost table)

   2.2 Contract may be revised depending on number of students enrolled.

3. Cancellation

   3.1 Ohlone College retains the right to cancel a course offered under this Agreement no later than 7 days before the first meeting of the course. If Ohlone College cancels a course, NUMMI shall not be liable for any payments to Ohlone College.

   3.2 NUMMI retains the right to cancel a course offered under this Agreement no later than 7 days before the first meeting of the course.

4. Additional Terms

   4.1 NUMMI agrees not to contract independently with the Workforce Development 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:

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

For the Agency:

Tracy Wakefield  
Manager, Organizational Development  
NUMMI  
45500 Fremont Blvd.  
Fremont, CA 94538  
(510) 498-5763, fax: (510) 770-4155

6. Invoices

Ohlone College will invoice the NUMMI upon commencement of the program, payable within 30 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.

8. Confidentiality

The Institute agrees that any information acquired by instructors during their assignment with NUMMI concerning the business practices, policies or operation of NUMMI will be treated as confidential and not available for publication or broadcast without specific prior written permission of NUMMI.

AGENCY  
On behalf of NUMMI  
By _____________________________  
Title: Manager, Organizational Development  
Date:____________________________

INSTITUTE  
On behalf of the Ohlone Community College District  
By _____________________________  
Title: Dean, Entrepreneurial Programs  
Date:____________________________