

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS  
WORKSITE TRAINING AGREEMENT**

DATE: January 18, 2005

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 | Consulting Services: | Review and update Safety/ERT Procedures  |
| 1.2 | Consultant:          | Dawn Langer, New Dawn Consulting   |
| 1.3 | Times/Dates:         | January 31 – December 30, 2005   |
| 1.4 | Group Size:          | Maximum 11 per Session   |
| 1.5 | Location:            | Borden Chemical, Inc., Fremont, CA   |
| 1.6 | Program Manager:     | Bob LoBue, (510) 979-7942; FAX (510)-979-7956<br>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 **\$6,000** as determined below:

Review of Borden ERT procedures against Cal OSHA Standards and.....\$6,000  
incorporate revisions into training. Create site survey/audit forms  
\$100/hour and not to exceed 60 hours (estimate ~30-60 hours)  
(refer to attachment of 2005 consulting services for additional details)

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: \_\_\_\_\_