

AGREEMENT

THIS AGREEMENT is made and entered into this 30th day March, 2005, by and between

Biotech Primer Inc.
5650 El Camino Real
Suite 123
Carlsbad, CA 92008
760-602-0772
Employer ID# 522357146

hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE DISTRICT
43600 Mission Boulevard
Fremont, California 94539-0390
(510) 979-7940

hereinafter called the District.

WITNESSETH:

WHEREAS, Contractor has special expertise in Biotechnology and Curriculum Development and Training Delivery; and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement shall be from April 26, 2005
2. The contractor shall provide the following service for the Contract Education Department for Borden Chemical, Inc.
 - “BioFocus for Non-scientists” Workshop – April 26, 2005, 8:30am – 4:30pm
3. The contractor shall provide all instructional elements including the following:
 - Curriculum design and development
 - Provide training materials for up to 30 participants
 - Provide 7 hours instruction on workshop topics per proposed outline on April 26, 2005

If the deliverables are, in the opinion of Ohlone College or its client, considered unsatisfactory, the contractor will have the option of either correcting the materials to the satisfaction of Ohlone College or the Client (within the dates and description of services set forth in the original agreement) or canceling the contract.

4. The District shall pay the Contractor \$5,000 for up to 20 participants and \$175 for each participant over 20 up to a maximum of 30 participants (\$6,750 for 30 participants) for services rendered.

Payment shall be made by the District after completion of the services and upon the submittal of an invoice to the District approved by the Dean of Workforce Development.

5. The District shall not be liable to the Contractor for personal injury or property damage sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.
6. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account or arising from the negligent acts or omission of the contractor in the performance of the services herein provided.
7. While performing service hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.
8. We reserve the right to cancel this offering at our discretion.
9. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-

-District-

BIOTECH PRIMER INC.

OHLONE COMMUNITY
COLLEGE DISTRICT

By _____

By _____

Cathleen Davies
Title: Consultant

Leta Stagnaro
Title: Dean, Entrepreneurial Programs

Date: _____

Date: _____