

## AGREEMENT

THIS AGREEMENT is made and entered into this 31st day March, 2005, by and between

Zorich Technical Consulting & Publishing  
815 Mulberry Lane  
Sunnyvale, CA 92008  
408-203-8811 (cell)

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, Quality Systems, Statistics, Cal/OSHA, 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 25 – May 13, 2005
2. The contractor shall provide the following service for the Contract Education Department for our Beta grant workshops:
  - “Intro to Statistics for QA/QC” Workshop – April 29 & May 9, 2005, 9:00am – 5:00pm
  - “Quality System Regulations – Medical Devices” Workshop – May 13, 2005
3. The contractor shall provide all instructional elements including the following:
  - Design and development of Quality Systems Regulations – Medical Devices workshop
  - Curriculum design and development
  - Provide master copy of all training materials for duplication
  - Provide 21 hours instruction on workshop topics per proposed outlines on April 29, May 9 & 13, 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 \$2,800 at \$100/hour for 21 hours of instruction and 7 hours for design and development time.

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-

ZORICH TECHNICAL CONSULTING &  
PUBLISHING

OHLONE COMMUNITY  
COLLEGE DISTRICT

By \_\_\_\_\_  
John Zorich  
Title: Consultant

By \_\_\_\_\_  
Leta Stagnaro  
Title: Dean, Entrepreneurial Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_