

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS
WORKSITE TRAINING AGREEMENT**

DATE: May 2, 2005

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

1. Program Description

- 1.1 Program: Problem Solving Process
- 1.2 Trainer/Consultant: Jeff Colvin
- 1.3 Times/Dates: May 10 & 12, 2005
8:00 a.m. – 3:00 p.m.
- 1.4 Group Size: Maximum 10 participants
- 1.5 Location: Owens Design Inc.
- 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 Owens Design 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, Owens Design Inc. agrees to pay **\$2,500** as determined below:

- 2.1 Two 6-hour sessions\$2,500

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, Owens Design Inc. shall not be liable for any payments to Ohlone College.
- 3.2 Owens Design Inc. 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

Owens Design 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:

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

For the Agency:

Charles Cooper
Director of Manufacturing
Owens Design Inc.
47757 Fremont Blvd.
Fremont, CA 94538
(510) 770-8084

6. Invoices

Ohlone College will invoice Owens Design Inc. 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 Owens Design Inc. concerning the business practices, policies or operation of Owens Design Inc. will be treated as confidential and not available for publication or broadcast without specific prior written permission of Owens Design Inc.

AGENCY

On behalf of Owens Design Inc.

By _____

Charles Cooper

Title: Director of Manufacturing

Date: _____

INSTITUTE

On behalf of the Ohlone
Community College District

By _____

Leta Stagnaro

Title: Dean, Entrepreneurial Programs

Date: _____