

**OHLONE COLLEGE WORKFORCE DEVELOPMENT  
WORKSITE TRAINING AGREEMENT**

DATE: July 27, 2006

This agreement between **Hexion Specialty Chemicals, Inc.** and the Ohlone Community College District confirms verbal arrangements the parties have made for the offerings described below:

1. Program Description

- |     |                  |  |
|-----|------------------|--|
| 1.1 | Course/Services: | Safety (OSHA) Training   |
| 1.2 | Trainer:         | Dawn Langer, New Dawn Consulting   |
| 1.3 | Times/Dates:     | September 7 & 21, 2006 – 8:00am – 4:30pm   |
| 1.4 | Group Size:      | Maximum 15 per Session   |
| 1.5 | Location:        | Hexion Specialty Chemicals, Inc., Fremont, CA                                    |
| 1.6 | Program Manager: | Leta Stagnaro, (510) 659-7358; FAX (510)-979-7956<br>Email: lstagnaro@ohlone.edu |

2. Consideration

The offering that is the subject of this Agreement shall be for the exclusive benefit of **Hexion Specialty Chemicals, 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, Hexion Specialty Chemicals, Inc. agrees to pay **\$3,900** as determined below:

- 2.1 Design customized training materials and deliver 2 customized training sessions....\$3,900

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, Hexion Specialty Chemicals, Inc. shall not be liable for any payments to Ohlone College.
- 3.2 Hexion Specialty Chemicals, 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 Hexion Specialty Chemicals, Inc. agrees not to contract independently with the Workforce Development trainer (s) for a period of two years 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:

Eric Stepling  
Manager of Safety Programs, PFPR Division  
Hexion Specialty Chemicals, Inc.  
41100 Boyce Road  
Fremont, CA 94538  
(510) 492-0720, Fax : (510) 490-8373

6. Invoices

Ohlone College will invoice Hexion Specialty Chemicals, 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 Hexion Specialty Chemicals, Inc.

By \_\_\_\_\_  
Eric Stepling

Title: Manager of Safety Programs  
PFPR

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

INSTITUTE

On behalf of the Ohlone  
Community College District

By \_\_\_\_\_  
Leta Stagnaro

Title: Dean, Entrepreneurial Programs

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