



OHLONE COLLEGE ENTREPRENEURIAL VENTURES DIVISION WORKSITE TRAINING AGREEMENT

DATE: July 8, 2009

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

1. Program Description

- 1.1 Course(s): Train the Trainer; Electrical Theory AC/DC; Leadership Communication; Trouble Shooting.
- 1.2 Instructor(s): To be determined
- 1.3 Dates Times/: Mutually agreed upon dates, 6:30 to 10:30 a.m.
- 1.4 Group Size: Maximum 20
- 1.5 Location: Owens Design Inc.
47427 ~~47757~~ Fremont Blvd.
Fremont, CA 94538
- 1.6 Program Manager: Rae Ann Ianniello, 510-303-1501

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 **\$7,800.00** as determined below:

- | | | |
|-----|--|-----------|
| 2.1 | Train the Trainer: 12 hours at \$ 200.00/hour..... | \$2400.00 |
| 2.2 | Electrical Theory AC/DC: 8 hours at \$ 225/hour..... | \$1800.00 |
| 2.3 | Leadership Communication: 8 hours at \$225/hour..... | \$1800.00 |
| 2.4 | Trouble Shooting: 8 hours at \$225/hour..... | \$1800.00 |

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, 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 14 days before the first meeting of the course.

4. Additional Terms

4.1 Owens Design Inc. agrees not to contract independently with the Workforce Development 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 by email, United States Mail, or Fax transmittal as follows:

For the institute:

Leta Stagnaro
AVP Newark Center for Health Sciences and Technology
Ohlone College Newark Center
39399 Cherry St.
Newark, CA 94539
(510) 742-2301

For the Agency:

Alberto Torres
Manufacturing Manager
Owens Design
(510) 770-8474
47427 ~~47757~~ Fremont Blvd.
Fremont, CA 94538

6. Invoices

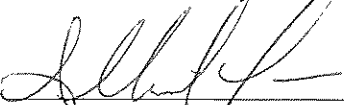
Ohlone College will invoice Owens Design Incorporated at the completion of each training session. Invoice is payable within 30 days.

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.

AGENCY

On behalf of Owens Design Incorporated

By 

Date: 7/30/09

INSTITUTE

On behalf of the Ohlone
Community College District

By 

Date: 7/21/09

PLEASE CHECK ADDRESS