

Memorandum of Understanding
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA
and
SANTA BARBARA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter "Agreement") is made effective as of November 26, 2012 by and between the **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California public corporation, on behalf of the Chicano Studies Institute at its Santa Barbara campus (hereinafter the "University") and **SANTA BARBARA UNIFIED SCHOOL DISTRICT** (hereinafter "SBUSD").

WHEREAS, the University is a non-profit organization dedicated, in part, to engaging in high quality research activities for the advancement of knowledge and the benefit of the public;

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to both the University and SBUSD, and is consistent with the educational objectives of the University;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. Statement of Work

1.1 Responsibilities of University. University will work with SBUSD's Franklin Children's Center to provide the following services:

- University representatives, graduate students under the supervision of Principal Investigator, Laura Romo, will implement a research project whereby University will study, design, and test a preschool science program aimed at low-income Latino children which will focus on teaching children about germ contagion, contamination, and nutrition with SBUSD's Preschool teachers participating in the project.
- University representatives will evaluate the effectiveness of the curriculum in promoting children's understanding of health concepts and interview the children about their understanding of cold/flu prevention and healthy eating before and after the curriculum implementation.
- University representatives will collect from SBUSD preschool teachers all signed parental permission forms of all participating children prior to start of program and will keep forms on file for a minimum of seven (7) years after the child reaches the age of maturity (18 in California) in compliance with UC document "Administrative Records Relating to Research: Retention and Disposition Requirements".

- University representatives will work with children three (3) days per week for a period of six (6) weeks.
- University representatives and SBUSD preschool teachers will meet one (1) time per month during the duration of this Agreement.
- University at the end of the project will provide SBUSD's Franklin Children's Center with the complete curriculum plus teaching materials.

1.2 Responsibilities of the Principal Investigator. The Principal Investigator will actively participate in the project as follows:

- The Principal Investigator will participate in program meetings, as needed, to manage data and will maintain ongoing communications via e-mail, phone, and in-person with SBUSD preschool teachers.
- The Principal Investigator will participate in meetings with SBUSD preschool teachers and SBUSD staff to provide consultation as needed.

1.3 Responsibilities of SBUSD. SBUSD will work with the University's Principal Investigator and University representatives (as defined below) to provide the following services:

- SBUSD's Franklin Children's Center has agreed to participate in above referenced research project.
- SBUSD preschool teachers will observe University representatives teaching of the above referenced curriculum and provide University representatives and Principal Investigator with feedback.
- SBUSD preschool teachers and University will meet one (1) time per month during the duration of this Agreement.
- SBUSD preschool teachers will return to University all signed parental consent forms of all participating children prior to the start of program.

2. Reports

2.1 The University and SBUSD acknowledge and agree that the University may not and will not disclose any personally identifiable information regarding students in connection with this program and that if such information is to be included in any report it must first be rendered anonymous and/or must be presented in an aggregate form.

3. Performance Period

3.1 The period of performance and the term of this Agreement will commence on January 22, 2013 and will conclude on June 30, 2013.

4. Cost

4.1 The cost to University for SBUSD's participation hereunder shall be Fifty and 00/100 Dollars (\$50.00) per teacher per workshop, not to exceed Four Hundred and 00/100 Dollars per teacher. Total cost to University not to exceed Four Thousand Seven Hundred 00/100 Dollars (\$4,700.00).

5. Payment

5.1 University shall pay each participating teacher directly for each workshop meeting attended.

6. Principal Investigator

6.1 The University's performance hereunder shall be under the direction of Laura Romo (herein the "Principal Investigator"). In the event that the Principal Investigator becomes unable or is unwilling to continue work under this Agreement SBUSD shall work with the University to appoint a mutually agreed upon principal investigator for the duration of this Agreement.

7. Use of Reports and Data

7.1 Subject to this Article 7, and in accordance with Article 8 and Article 9 of this Agreement, SBUSD and the University shall have the right to use any information or data provided to the other party in connection with this Agreement. It is agreed, however, that under no circumstances will the University state or imply in any publication or other published announcement that the University has tested, endorsed, or approved any product, service, or company.

8. Copyright and Grant of License

8.1 Copyright in and ownership of original works of authorship first created and fixed in a tangible medium of expression by the University, or by the University's officers, employees, or agents, in the performance of this Agreement will vest in the University.

8.2 SBUSD hereby grants to The University, subject to the terms and conditions of this Agreement and to the extent that SBUSD has the legal right to do so, a non-exclusive, royalty-free, revocable, worldwide, paid-up license to use, reproduce, display publicly, and otherwise distribute project information in connection with the University's non-profit educational activities.

9. Confidentiality

9.1 During the term of this Agreement, the University might provide SBUSD, and SBUSD might provide the University, with certain proprietary business or technical information or other confidential materials ("Confidential Information"). Except as required by law, and provided that all such written information or materials are clearly marked "Confidential", and provided that all oral disclosures of such information or materials are reduced to a writing clearly marked "Confidential" that is provided to the respective party within thirty (30) days of such oral disclosure, SBUSD and the University will hold such information and materials in confidence and each hereby agrees to use reasonable efforts to prevent its disclosure to third parties. The University acknowledges and agrees that the University will provide Confidential Information only to the Principal Investigator. The obligations set forth in this Article 9 shall continue in effect for three (3) years after the expiration or the termination of this Agreement.

9.2 Information and materials disclosed by the University, or by SBUSD, will not be considered Confidential Information when such information or materials: (1) are now public knowledge or subsequently become such through no breach of this Agreement; (2) are rightfully in the SBUSD's or University's possession prior to University's or the SBUSD's disclosure as shown by written records; (3) are rightfully disclosed to the SBUSD or to the University by a third party; or, (4) are independently developed by or for the SBUSD or the University without reliance upon confidential information received by the University or SBUSD. SBUSD and the University hereby agree that research findings will not be considered Confidential Information.

9.3 Because the University is a public, non-profit, educational institution and does not have identified resources to sustain liability for disclosure of information, SBUSD agrees that no financial liability shall attach to the University in the event that the University breaches its obligations under this Article 9.

10. Publication

10.1 SBUSD acknowledges and agrees that the University will be permitted to use the information and the data collected by or provided to the University in connection with this Agreement for appropriate research purposes such as presentations at professional conferences and for scientific publications provided that no individual identifying information is used and provided that the conditions associated with the University of California, Santa Barbara Human Subjects Committee review are followed.

11. Applicable Law

11.1 This Agreement shall be governed by the laws of the State of California.

11.2 Any provision required to be included in an Agreement of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

11.3 If payment under this Agreement involves Federal contract or grant funds, the federal flowdown language and specific provisions of the Federal Acquisition Regulations (FAR) shall be attached to this Agreement as Exhibit A and made a part hereof. Provider shall comply with all such incorporated provisions of the FAR.

11.4 If payment under this Agreement involves Federal contract or grant funds, and if the total value of this Agreement exceeds \$25,000, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" shall be attached to this Agreement as Exhibit B and made a part hereof. Provider shall complete and sign the Certification and return it to University with the executed copies of this Agreement.

12. Notice

12.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to the University: Theresa A. Pena
Business Officer
Chicano Studies Institute
University of California
Santa Barbara, CA 93106-6040

With a copy to: Contracts & Property
3203 Student Affairs and Administration Building
University of California, Santa Barbara
Santa Barbara, CA 93106-2095

If to SBUSD: Dr. David Cash
Superintendent
Santa Barbara Unified School District
720 Santa Barbara St.
Santa Barbara, CA 93101

13. Termination

13.1 This Agreement shall be effective on and after the date of signing by the Appropriate Administrative Officer of UCSB and the Appropriate Administrative Officer of the Santa Barbara Elementary School District and will remain in force for a period of one (1) year. The Agreement may be thereafter renewed for successive additional terms of one (1) year each upon agreement by the parties hereto reduced to and memorialized in writing and signed by each party's designated and delegated signee. In order to terminate, one year written notice must be issued. This Agreement may be modified at any time after due consultation between the University and SBUSD.

14. Publicity

14.1 Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

15. Indemnification

15.1 SBUSD shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBUSD, its officers, agents or employees.

15.2 The University shall defend, indemnify, and hold SBUSD, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.

16. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

16.1 THE UNIVERSITY ACKNOWLEDGES AND AGREES THAT SBUSD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE REPORT OR SBUSD ACTIVITIES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SBUSD ACKNOWLEDGES AND AGREES THAT THE REPORT IS PROVIDED "AS IS".

16.2 THE UNIVERSITY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SBUSD WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT.

17. Excusable Delays

17.1 The University shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of the University. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

17.2 SBUSD shall be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of SBUSD. The excusable delay will continue for the period of time affected by the delay. If a delay occurs, the parties shall revise the performance period or other provisions hereunder as appropriate.

18. Assignment and Delegation

18.1 Neither party shall assign its rights, or delegate its duties, under this Agreement to another without the prior express written consent of the other party.

19. Miscellaneous Provisions

19.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing its services under this Agreement as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

19.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

19.3 Headings. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

19.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement set forth a specific time limit for the exercise thereof.

19.5 No Third Party Rights. Nothing in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

19.6 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

20. Entire Agreement and Modification

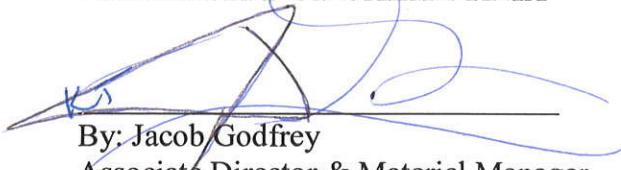
20.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

Approved for
**SANTA BARBARA UNIFIED
SCHOOL DISTRICT**

By: David Cash
Superintendent

Date: _____

Approved for
**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**



By: Jacob Godfrey
Associate Director & Materiel Manager
Business & Financial Services

Date: 12/15/12

By: Laura Romo
Director
Chicano Studies Institute

Date: _____