

Approved Budget Line Item:	Contract No.
Board Recommendation Date:	

STANDARD AGREEMENT - For Contracts with the University of California (Revised October 1995)

This Agreement, is made and entered into this _____ day of _____, 199_____, in the State of California, by and between the Board, through its duly elected or appointed, qualified and acting

Name of Board

, hereinafter called the Board, and

Contractor's Name

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

, hereinafter called the Contractor.

WITNESSTH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Board hereinafter expressed, does hereby agree to furnish to the Board services and materials as follows: (*Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.*) The provisions on the reverse side hereof constitute a part of this agreement.

CONTINUED ON _____ SHEETS .

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

BOARD	CONTRACTOR	CDFA
Board Name	Contractor (If not an individual, state whether a corporation, partnership, etc.) The Regents of the University of California	APPROVED: State of California Department of Food and Agriculture By: Secretary (or designee)
By (Authorized Signature)	By (Authorized Signature)	
Printed Name of Person Signing	Printed Name and Title of Person Signing	
Title	Address	

1. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold THE BOARD, THE STATE OF CALIFORNIA AND ITS AGENCIES, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, or employees.

THE BOARD AND THE STATE OF CALIFORNIA shall defend, indemnify, and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE BOARD OR THE STATE OF CALIFORNIA AND ITS AGENCIES, their respective officers, agents, or employees.

2. The Contractor, and agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Board.

3. This Agreement may be terminated by either party giving 30 days advance written notice to the other party. In the event of termination, Board agrees to pay Contractor for all costs incurred to the date of termination including all uncancelable obligations made in connection with the performance of this Agreement.

4. Without the written consent of the Board, this Agreement is not assignable by Contractor either in whole or in part.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.

7. (a) During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), and the regulations or standards adopted by the awarding State agency to implement such article.

(c) Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(d) The contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the contract.

8. Any item of inventoriable equipment which is purchased at a cost of \$1,000 or more with funds paid by the Board pursuant to this agreement shall be the property of the Board for the three years following date of purchase. Immediately upon assuming custody of such equipment, the Contractor agrees to execute an "Equipment Loan Agreement Form" or similar instrument evidencing its possession of the equipment, and to return not less than two copies of said form or other instrument to the Board. Any Board-owned equipment in the care, custody or control of the Contractor is automatically covered by the Contractor's self-insurance plan. At the close of said three-year period, said equipment shall become the property of Contractor. Items of equipment purchased at a cost of less than \$1,000 shall become the property of the Contractor at the time of purchase.

9. Any invention conceived and reduced to practice under this agreement (Invention) shall be disclosed to the Board promptly upon receipt of such disclosure by the University. The Board shall provide any suggestions to the University concerning commercialization strategies and potential licensees for Invention within sixty (60) days of receiving the disclosure from the University. The Board can provide continuing input regarding possible licensing opportunities, but the University shall make all patenting and licensing decisions for Inventions. There shall be no obligation by the Board to pay patenting costs for Inventions, absent mutual agreement to the contrary.

The California Department of Food and Agriculture (State) will have a right to negotiate a non-exclusive, royalty-free license to manufacture or use Invention for State purposes, in appropriate cooperation with other state public agencies and Board(s). Such manufacture or use, however, shall not be for commercial purposes or in competition with commercial licensee(s) of the University or to effectively destroy the commercial market where a commercial licensee has introduced a product embodying the Invention to the market or will introduce such product to the market. In the event that the University is unsuccessful in obtaining a commercial license within reasonable period of time, or all license agreements covering the Invention are terminated with little likelihood of obtaining a further commercial license, then the University, consistent with University policy, shall offer to release the patent application or resulting patent claiming the Invention to the inventor(s), to the extent permitted by law or contract. University licensee(s) shall be required to provide to the State, as necessary for its regulatory approval purposes, any materials developed under a license to Invention at cost or at a preferential rate to be negotiated.

The University shall send, by February 1 of each year, a report to the State which provides non-proprietary information on the status of any patents and/or licensing agreements executed or under negotiation.