



SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Facility Services.** UCSD will provide to the Company the Facility Services set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
 - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and 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 (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
11. **Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
12. **Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. **UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCSD'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY FOR THE SERVICES.**
13. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, San Diego Supercomputer Center, or SDSC, without UCSD's prior written approval.
14. **Excusable Delay.** In the event of a delay 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 UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.

15. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent that it will not interfere with work related to the prime missions of UCSD and/or the Department (e.g., education and research). Accordingly, Company's exclusive remedy for failure by either UCSD or persons acting on its behalf to perform services or furnish information or data hereunder at any particular time or in any specific manner, is limited to reimbursement of any unexpended payments under this Agreement.
16. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and UCSD retains the right to offer and perform similar or identical Services for others.
17. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
18. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
19. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
20. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
21. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
22. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
23. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
24. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
25. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.
26. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
27. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
28. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
29. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
30. **Export Control.** No ITAR or export controlled materials shall be delivered to UCSD pursuant to this agreement.
31. **Entire Agreement.** This Agreement, including Exhibit A and Exhibit B made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order, and any NDA or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-32 inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.
32. **Parking Fee Requirements.** Company Parking Fee Requirements. All vehicles are subject to the policies set forth in Exhibit B and on <http://blink.ucsd.edu/facilities/transportation/permits/index.html>.

UCSD Transportation and Parking Services Office: (858) 534-4223.

33. **Materials.** Unless expressly included as a "Conference Facility Service" in Exhibit A to this Agreement, the Company is expected to provide any materials or outside equipment to be used for the purpose of their event at its own expense. The Company agrees that it is fully responsible for

any such material or equipment that it brings to the facility or otherwise provides to the event, and in no case shall UCSD be liable for protecting, insuring or otherwise compensating Company for any damage caused to such material or equipment.

34. **Facilities Rental/Use Policies.** Company agrees to usage policies set forth in Exhibit B.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
SAN DIEGO CAMPUS

Company Name:

By: _____

By: _____

Name: Steve Carter/Shelby Mayoral/Sheila Paul

Name: _____

Title: Asst Director/Senior Manager/Business Contracts

Title: _____

Date: _____

Date: _____

EXHIBIT A
FACILITY SERVICES

COMPANY:

Enter full legal name of the Company
State of incorporation: enter the state in which the Company is incorporated
Principal place of business located at: enter the headquarters address
Attention: Name of responsible person of the company
Telephone:
Fax:
Email:

1. SCOPE OF WORK / EVENT DESCRIPTION:

The Services will be performed as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

2. CONFERENCE FACILITY SERVICES: enter the event information, including rented rooms and the dates, and times of rental

3. COST: Total \$

4. PAYMENT

4.1. SCHEDULE:

% of cost due upon signing of this Agreement.

What you enter here will depend on what you enter on the line above. Make sure the payments add up to 100%. Make sure that the payments are tied to a date, a deliverable, or some other event. If 100% is entered on the line above, delete this language.

4.1.1. Invoices will be submitted in accordance with the payment schedule.

4.2. REMITTANCE: Checks are to be made payable to **The Regents of the University of California** and sent to:

University of California, San Diego
Attention: enter name of UCSD contact
9500 Gilman Drive Mail Code 0505
La Jolla, California 92093-0505

5. TERM OF AGREEMENT: This Agreement will begin on _____ and end on _____.

6. UCSD CONTACT:

Name of UCSD contact
University of California, San Diego
9500 Gilman Drive Mail Stop 0505
La Jolla, California 92093-0505
Telephone: (858) _____ - _____
Fax: (858) 822-0883
Email: enter email address of contact

7. PER SECTION 32 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT: Ted Johnson, Steve Carter, Shelby Mayoral or Sheila Paul - MC 0914; buscon@ucsd.edu.

END OF EXHIBIT A

EXHIBIT B

SDSC Facilities Rental/Use Policies for External UCSD Users

RESERVATIONS

1. UCSD Service Agreement must be read and signed prior to confirming an SDSC facility reservation.
2. Reservations can be requested and confirmed no more than six months in advance.
3. Reservations/contracts are not valid until confirmed in writing/email by SDSC. You must acknowledge receipt of confirmation via email, fax, or regular mail. Reservations are not transferrable.
4. SDSC offers AV technical support at an hourly rate of \$116. Reserving party is responsible for coordinating ALL logistics: parking/UCSD Catering, details and contract information is provided throughout these pages.

PAYMENT INFORMATION

1. By acknowledging the confirmation you agree to abide by the policies as stated herein and to pay for rental and any other fees as specified.
2. SDSC will only accept payment by company check or UC recharge.

TERMINATION

1. Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
2. The reserving party is responsible for cancelling any services they have contracted with other campus departments (UCSD Catering, PPS Media Services, etc.) or else liable for any charges/penalties they may charge
3. If a cancelled event has been advertised or announced, reserving party has the responsibility of posting any necessary signs or announcement to notify the public.

ACCESS TO MEETING SPACES (KEYS)

1. Facilities will be unlocked 15 minutes prior to the specified start time and locked 30 minutes after the specified end time.
2. Reserving party must arrive before UCSD Catering to allow them in, and leave after they have cleaned up at the conclusion of the event.

ROOM SET-UP

1. Room set-up is the responsibility of the reserving party. Room set-up performed by SDSC is \$116 per hour.
2. The San Diego Supercomputer Center auditorium has seating for a maximum of 200 people. The standard set-up is a combination of armed and tablet seating in rows facing the projection screens. A table configuration can be set up in two ways: a U-shape that can fit 23 people or rows of tables for a seating capacity of 40.
3. All other meeting rooms and Classroom 279 has a standard configuration that cannot be reconfigured or moved.
4. Any additional tables or configurations must be ordered through PPS. Furniture must not be removed from SDSC Facilities and may not be placed outdoors.
5. Reserving party must request pick-up of any extra furniture and other items. **All rooms must be returned to their standard format after the conclusion of the event. If not a room set-up charge will be incurred.**
6. Do not drag furniture as this may result in the breaking of furniture legs or tearing the carpet.

AUDIO VISUAL - MEDIA EQUIPMENT AND SERVICES

1. Rental of the facilities does include use of built-in AV/media equipment. Prior to your event it will be necessary for you to meet with one of our AV Technicians for usage instructions. If you want their assistance to run the equipment during your event there is a fee of \$116 per hour for support. Additional AV services must be requested from the UCSD Media Center, preferably online.
2. Costs for any missing or damaged AV/media equipment or accessories will be charged to the reserving party.
3. Lighting equipment must not be placed directly below any fire sprinkler head and must keep a clearance of at least 48" from all sprinkler heads. This rule applies to the entire SDSC building. The temperature required to activate a fire sprinkler head is from 128 to 160 degree F.

OTHER EQUIPMENT

1. A telephone is located in all meeting rooms. Any toll calls made will be charge to the reserving party and can be charged up to 60 days after the event.
2. Easels must be used for signage. No taping, clipping, tacking, or nailing is allowed on any surface.

PARKING

1. Reserving party is responsible for instructing participants of location and fees, and arranging parking through the UCSD Parking and Transportation Department. This may include permits, reserved spaces, and/or event signage. The closest parking lot is the Hopkins Parking Structure. Pay stations are located by the elevators on every floor. . Special Events parking can reserve up to 50 spaces in the Hopkins structure at a cost of \$13.50 per space.
2. Fees are set by UCSD, can change, and parking tickets are issued by the State of California. All parking rules and regulations will be enforced from 1:00 am to 11:00 pm on weekdays. Parking rates, instructions, and maps can be found on the Blink webpage, "How to Arrange Parking for Campus Visitors and Guests (Special Events Parking)".

CATERING

1. Catering is the responsibility of the reserving party. UCSD Catering (contact information provided below) is the only catering service permitted for external users. The SDSC Auditorium has a kitchen with refrigerator and microwave and most of the other conference rooms/classrooms have a kitchen close in proximity. UCSD Catering accepts MasterCard, Visa, and payment by check. Place order prior to three (3) business days of your event to avoid a late fee.
2. Food and beverages are allowed in all rooms except Training Room 279. We do not allow red punch, red wines, or grape juice in any room.
3. Reserving party is responsible for cleaning all used areas immediately after the event. This includes garbage, leftover food and beverages, literature, brochures, signs, etc. Please do not leave anything in the refrigerator after your event.
4. Trash must be placed in plastic bags out of receptacles. Remove trash from receptacle once at the dumpster. Do not drag bags. Bags have a tendency to leak liquid and create carpet stains.
5. If you plan on serving alcohol during your event, the reserving party must comply with all applicable ABC requirements and complete the Use of Alcohol and /or Malt Beverages Form duly signed by the SDSC Business Office. You can download the form at the following website: <http://adminrecords.ucsd.edu/ppm/docs/510-1.13.HTML>
6. Cleaning charges incurred by SDSC for any necessary cleaning required after an event will be charged to the reserving party.

CLEAN UP

1. The reserving party is responsible for removing glasses, paper cups, napkins, literature, or any other loose trash and place it in the rolling large trash and recycle receptacles and disposing of it at the dumpsters located on the south side of the SDSC loading dock. You agree to leave the facilities clean for other users. **SDSC reserves the right to charge the reserving party for additional clean up expenses that result from your event.**
2. If you require additional custodial services for cleaning, you must arrange for these services through PPS at least four working days before the event. **NOTE: If you need immediate services for clean-up or restrooms just before or during your event, please contact PPS emergency number 858-534-2930.**

SECURING THE BUILDING AND EVENT SECURITY

1. The reserving party is responsible for contacting SDSC Operations at 858-534-5090 to let them know they are leaving and ready to have the room locked and secured.
2. Contact Campus Police at 858-534-4357 if you wish to have a Campus Protection Agent (CPA) present during the event. A minimum of one week's notice is required to schedule this service.

SMOKING

1. Smoking is not allowed inside facilities. Smoking at the exterior building must be at least 25 feet away from a doorway, operable window, or ventilation intake duct to any UCSD facility.

CONTACT INFORMATION

UCSD San Diego Supercomputer Center
Facilities Reservations - 858-534-5000, Press 7
Desktop AV Support - 858-534-8334
Operations - 858-534-5090

UCSD Catering - 858-534-368, Menu: <http://catering.ucsd.edu>

UCSD Campus Information - 858-534-3120

UCSD Physical Plant Services - 858-534-6875
Ms. Candace Claar, Customer Service, Phone: 858-534-3944, Fax: 858-534-2386, cclaar@ucsd.edu

UCSD PPS Referral Desk - 858-534-2930
For emergencies, including plumbing, lighting, custodial or other services required. Please report any emergencies to SDSC Operations or Facilities.

UCSD Parking and Transportation - 858-534-0274
Special Events Parking Reservation Line - Phone: 858-822-2624, Fax: 858-534-9685, Kbarkley@ucsd.edu

UCSD Campus Police - 858-534-4357

END OF EXHIBIT B
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