



1/12/15

DEPUTY DIRECTOR OF THE LAWRENCE HALL OF SCIENCE - SUSAN GREGORY

RE: Delegation of Authority 1058 - Execution of Agreements

In accordance with authority delegated to Chancellors by President Gardner on December 30, 1991, and redelegated on August 28, 2014, to me as the Associate Vice Chancellor – Finance and Chief Financial Officer, subject to the requirements set forth below I am redelegating to you, in your role as the Deputy Director of the Lawrence Hall of Science, the authority to execute certain service agreements that are required with outside organizations, agencies and individuals to implement approved Lawrence Hall of Science programs and activities. The service agreements you are authorized to execute are those related to the business operations of Lawrence Hall of Science, limited to those identified in Attachment A, as may be amended from time-to-time by written authorization of a representative of the Office of Business Contracts and Brand Protection ("BCBP"), after consultation with the Office of Legal Affairs.

One of the limits on redelegations under Delegation of Authority 1058 is that you may not execute agreements that (1) contain provisions falling within the restrictions and limitations set forth in Standing Order 100.4(dd)(1) and 100.4(dd)(9); (2) require approval of The Regents because of specific Regental policy; or (3) require approval by the President pursuant to specific memoranda issued from time to time. (Notwithstanding Standing Order 100.4(dd)(9), State of California Standard Agreements (Form STD2) that include an indemnity clause under which the University assumes liability for the conduct of persons other than University personnel, may be executed.) While the service agreements you are authorized to execute will have been approved by the Office of Legal Affairs and the Office of Risk Services and should be in compliance with the above limits, please be vigilant for circumstances that may cause an agreement to fall outside of the limits.

In addition, please note the following special limits on your redelegation:

(1) Executed agreements must not deviate from the approved forms attached to Attachment A except for necessary program or event-specific information such as the name, address and contact information of the contracting party; amounts due; workshop or project descriptions; dates; etc. Scopes of work must not include substantive contractual terms and conditions. Agreements that deviate from their forms in all other ways should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of The Regents.

(2) In accordance with standard BCBP protocol, agreements must be executed by the other party first. If necessary, exceptions may be made for agreements with schools or school districts, and for agreements between the University and local, state or U.S. government agencies. Any agreements eligible for the exception will be identified in Attachment A. When an agreement is executed by the Regents first, every reasonable effort must be made to obtain a fully executed agreement from the other party. If special circumstances require a non-eligible agreement to be signed by the Regents first,

the agreement should be submitted to the Office of Business Contracts and Brand Protection (or its successor) for processing and execution on behalf of The Regents.

(3) Lawrence Hall of Science must create a complete record for each executed agreement in the contract management system of the Office of Business Contracts and Brand Protection (or its successor), including a copy of the fully executed agreement.

All agreements under this redelegation must be executed in accordance with applicable University policies and procedures governing the particular transaction, including, but not limited to, the University's Business and Finance Bulletins, its relevant policies and guidelines issued by the appropriate functional areas within the UC Berkeley campus and Office of the President. In accordance with University policy, all agreements attached to Attachment A have been approved by the Office of Legal Affairs for the Berkeley campus or the Office of the General Counsel. Other conditions as stated in President Gardner's December 30, 1991 letter apply, but are not reiterated in this letter. This authority may not be further redelegated.

Please contact the Berkeley Campus Delegations Coordinator Janice Hing (phone: 510-643-9318), or by email: [jhing@berkeley.edu](mailto:jhing@berkeley.edu), with any concerns or questions you may have regarding this delegation of authority.



Rosemarie Rae, AVC – CFO

Attachments: Gardner letter of December 20, 1991  
Rae redelegation letter of August 28, 2014

cc: John Wilton, Vice Chancellor, Administration and Finance  
Chris Patti, Chief Campus Counsel  
Andrei Trifonov, University Policy Coordinator  
Julie Conner, Associate Campus Counsel  
Maria Rubinshteyn, Director, Office of Business Contracts and Brand Protection  
Barbara VanCleave Smith, Deputy Chief Ethics, Risk and Compliance Officer  
Janice Hing, Delegations Coordinator

Attachment A

Agreements

1. Lawrence Hall of Science In-service Agreement (Ver. 11/14/14), in the form attached hereto.



THE LAWRENCE  
HALL OF SCIENCE

This order will be canceled if total payment is not received by xx/xx/xx

**CONTRACT FOR XXXXX**

**CONTRACT NO. xxxxx**

Institution ("Client"):

Contact Person:

Address:

City/State/Zip:

Telephone:

Email:

Facsimile:

Title of Service:

LHS Performance Dates:

Description of Services:

Total Cost: \$

Client payment (by Purchase Order, check, money order, or credit card) and one signed copy of this contract are due to LHS by the due date shown in the box at the top of this Contract.

Please make checks payable to "UC Regents - Lawrence Hall of Science", Federal Tax I.D. # 94-6002123.

Return a signed contract and payment to:

**PROJECT**

**Lawrence Hall of Science, University of California, Berkeley, CA 94720-5200**

**Attn: PROJECT CONTACT**

For questions regarding this contract, or about the program, please call Project Contact  
at (510) 64x-xxxx Monday-Friday between 9:00 a.m. and 5:00 p.m., FAX (510) 64x-xxxx

**This contract must be signed in order to be processed. Please sign and return.**

**Lawrence Hall of Science  
Project Name**

Contract No.: xxxxx

This Agreement, effective as of the last date of signing below, sets forth the terms and conditions for The Regents of the University on behalf of its LAWRENCE HALL OF SCIENCE ("LHS" or "University") to provide Client certain services during the LHS Performance Dates as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Agreement. A faxed or scanned signature will be treated as an original.

1. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent contractors and is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association.

2. **DISCLAIMER OF WARRANTY.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University will not be liable for any costs, damages, fees or other liability, nor for any direct, indirect, special, incidental or consequential damages (including lost profits) with respect to any claims by Client or any third party on account of or arising from the performance of this Agreement. Client acknowledges and accepts that University services are provided on an as-is basis.

3. **INDEMNIFICATION.** Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and 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 indemnifying party, its officers, employees, or agents.

4. **INSURANCE.** Each party will maintain a program of general liability insurance or self-insurance, including automobile coverage, in such amount as may be reasonably necessary to assure compliance with the indemnification provision above. If requested, each party agrees to provide the other with a certificate of insurance or self-insurance, documenting such insurance coverage, upon signing of this contract.

5. **INTELLECTUAL PROPERTY.** The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.

6. **USE OF UNIVERSITY NAME.** (a) Client may not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of Client or Client's program, products or services. All uses of the University's name, trademarks and logos, therefore, must first receive prior written consent of the University through its office of Business Contracts and Brand Protection. This provision is in compliance with the State of California Education Code Section 92000. (b) Client may use factual information such as the name and location of the Lawrence Hall of Science and factual information about University participants to describe their roles in providing the services under this Agreement.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein, and any related purchase order or requirements document. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the parties.

8. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California.

9. **REPRESENTATIONS AND WARRANTIES.** The individual signing this agreement on behalf of Client represents and warrants that s/he is duly authorized to execute and deliver this Agreement and, if applicable, that Client is duly authorized to represent third parties receiving LHS services hereunder.

10. **CANCELLATION.** A cancellation fee will apply to cancellations that are made by Client before the scheduled service. The cancellation fee is: 10% of total program cost for cancellations made less than 8 weeks before the service date, 20% of total program costs for cancellations made less than 4 weeks before the service date, or 50% of total program costs for cancellations made less than 2 weeks before the service date. Client will be responsible for any non-cancelable obligations incurred by the Lawrence Hall of Science before cancellation.

CLIENT

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Signature

Date

Signature

Date

Name/Title

**Lawrence Hall of Science**  
**Project Name**

Contract No.: xxxxx

TITLE

FILL IN WITH OWN SCOPE OF WORK, IF NECESSARY

Lawrence Hall of Science  
Project Name

Contract No.: xxxxx

TITLE

FILL IN WITH BUDGET, IF NECESSARY