March 3, 2015

Director of Study Abroad – Darin Menlove

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 Director of Study Abroad in EWSUM - Summer Sessions & Study Abroad, the authority to execute certain service agreements that are required with outside organizations, agencies and individuals to implement approved EWSUM - Summer Sessions & Study Abroad programs and activities. The service agreements you are authorized to execute are those related to the business operations of EWSUM - Summer Sessions & Study Abroad, 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) EWSUM - Summer Sessions & Study Abroad 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: jbing@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. Summer Sessions Agreement – Institution Agreement (Ver. 9-10-14), in the form attached hereto.
2. Summer Sessions Agreement – Registration Agreement (Ver. 9-10-14), in the form attached hereto.
SUMMER SESSIONS AGREEMENT

This Summer Sessions Recruitment Agreement ("Agreement"), dated ______________, 201_, is between The Regents of the University of California ("University"), on behalf of its Summer Sessions Office of the University of California, Berkeley ("Berkeley Summer Sessions"), and [insert agency name] ("Registration Center").

Purpose of Agreement:
The parties desire to promote the Berkeley Summer Sessions academic program to prospective students subject to the terms and conditions of this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. Term
   The term ("Term") of this Agreement shall commence __________, 201_ and terminate __________, 201_, and may be renewed annually if both parties agree in writing.

2. Non-Exclusive Agreement
   This is not an exclusive agreement, and University reserves the right to make similar arrangements with other organizations and/or individuals in the same geographic region.

3. Administrative Support
   Berkeley Summer Sessions will provide the following support to Registration Center for the Term of this Agreement:
   a) Reimburse Registration Center for the cost of advertising materials produced by Registration Center such as brochures, display ads, or other forms, but only to the extent that such materials have been approved by University in advance. See Section 16, below, regarding use of University name, trademarks and logos.
   b) Deliver to Registration Center Berkeley Summer Sessions program materials, including copies of the Summer Course Preview published in late fall and, upon request by Registration Center, course lists, syllabi, book lists, and other materials as available. The costs of printing, shipping, and transmitting program information will be paid by Berkeley Summer Sessions.

4. Advising
   a) Registration Center will screen all prospective students to ensure that each prospective student has serious intent to study, and adequate English language skills to perform college level work in accordance with English Proficiency Requirement (EPR) policy (see http://summer.berkeley.edu/international/english-proficiency-requirement).
   b) Registration Center will provide students with information supplied by Berkeley Summer Sessions on course content and participation requirements; will assist students in selecting an appropriate schedule of classes; will inform students about Berkeley campus housing options; and will advise and assist students in securing the appropriate visa for their visit to the United States.

Registration Center
Updated 9-10-14
c) Registration Center, with the assistance of Berkeley Summer Sessions, will also supply prospective students with practical information on climate, clothing, transportation, banking, health insurance, recreation, and personal safety.

5. Registration
   a) Registration Center will complete, or to have students complete, all information on the Berkeley Summer Sessions online registration form. Berkeley Summer Sessions will confirm acceptance of each registration form, indicating the status of class enrollment within ten (10) business days after receipt. I-20 application, processed by the Berkeley International Office, must be received by Berkeley Summer Sessions at least five (5) weeks prior to the start of the session to ensure enough time to produce and mail the I-20. I-20s will be sent at Berkeley Summer Sessions’ expense by international courier to Registration Center.
   b) Berkeley Summer Sessions will issue and deliver the I-20s within five (5) weeks from the receipt of the completed application and required visa documents. Berkeley Summer Sessions is not responsible for delays or denials in the processing or issuance of visa by SEVIS, Immigration Services, U.S. Consulates, or Embassies. Berkeley Summer Sessions will use its best efforts to submit information in a timely manner, and to keep students advised of the progress of their applications.
   c) If administrative delay or denial results in a student cancelling his/her summer program, Berkeley Summer Sessions will refund all summer tuition and fees that have been paid. In that situation, however, Berkeley Summer Sessions shall not be responsible for refunds of housing, airfare or other incidental expenses incurred by the student.
   d) Berkeley Summer Sessions will maintain a student tracking database, containing information on course enrollment, payment, I-20 processing and mailing. Changes made to enrollment or payment status after the initial registration will not be recorded in the database. Berkeley Summer Sessions will assign a password to Registration Center, which will allow Registration Center staff to access student information.
   e) All correspondence between Registration Center and Berkeley Summer Sessions will be in English. Registration Center will contact Berkeley Summer Sessions in a timely manner with any changes to the contact information.
   f) Enrollment in high-demand courses may result in a student being placed on a wait list. Wait lists are automatic functions of the campus registration system and cannot be manipulated by Berkeley Summer Sessions staff. If the student is unwilling to be on a wait list, he/she should either choose a different course with available space or cancel enrollment. Berkeley Summer Sessions will make every effort to inform Registration Center of the registration status of all students via the student tracking database. For billing purposes, wait lists are treated as regular enrollments. However, waitlisted courses do not count towards the units to qualify for or maintain F-1 student visa status.
   g) Berkeley Summer Sessions will not accept nor process any housing applications or payments. Such documents should be sent directly to the office of the residence program for which the student is applying.
   h) Berkeley Summer Sessions will provide students with one Official Transcript of Grades. Any additional requests for transcript must be submitted to University’s Office of the Registrar. Berkeley Summer Sessions will mail the transcripts to the student by the end of September. If there are any errors or omissions on the transcript, Registration Center must notify Berkeley Summer Sessions no later than the end of October.

Registration Center
Updated 9-10-14
6. **Tuition and Fee Payments**
   a) Full payment of all tuition and fees is required for registration. Fees include Enrollment Fee, Document Management Fee, International Service Fee and any applicable program or lab fees.
   b) Students pay their fees directly to Berkeley Summer Sessions by a credit card, or by a University-contracted payment processor.
   c) Registration Center may pay on behalf of its students by a single bank wire or a single bank draft upon receipt of an invoice from Berkeley Summer Sessions. Such an arrangement must be confirmed prior to the beginning of registration in February.
   d) If Registration Center pays on behalf of its students by a single bank draft, the payment must be in U.S. Dollars and payable to UC Regents.
   e) If Registration Center pays on behalf of its students by a single bank wire, the payment must be in U.S. Dollars using the following details:

   Payee: Regents of the University of California, Berkeley
   Berkeley Summer Sessions
   Name of bank: Bank of America, NA
   Bank address: 1655 Grant Street
   Concord, CA 94520
   Routing: ABA Number: 0260-0959-3
   CHIPS Address: 0959
   SWIFT Address: BOFAUS3N
   Account Number: 01753-80001
   Reference Number: [insert Registration Center name]

   f) A Confirmed Class Schedule and a Certificate of Eligibility (I-20) will be provided to each student only after receipt of full payment.

7. **Refunds and Settling Campus Accounts Receivable System (CARS) Bills**
   a) Published refund deadlines for Berkeley Summer Sessions tuition and fees apply to all students. Refunds will be processed in the same form as the original payment, unless prevented by special circumstances.
   b) Campus housing cancellations and refunds are handled by the residence program with which students made arrangements. Berkeley Summer Sessions does not process housing cancellation or refund requests.
   c) It is the responsibility of students to verify the accuracy of their CARS statement and settle any outstanding balances by the deadline indicated on the statement. Registration Center will notify Berkeley Summer Sessions of any outstanding CARS balances and unresolved registration issues no later than September 1st if Registration Center paid for tuition and fees on behalf of its students. Official Transcript of Grades will not be issued to students with unpaid balances.

8. **Compensation**
   a) Berkeley Summer Sessions will pay Registration Center an administrative fee of $300 per student for the total of ten (10) or more registered students. Should Registration Center
send fewer than ten (10) registered students, the administrative fee payment amount will be $100 for each student.

b) Registration Center will provide an invoice by August 1st, which shows the names of registered students, their University student identification number and the total administrative fee amount. Berkeley Summer Sessions will pay the total administrative amount at the end of the summer term. Berkeley Summer Sessions shall have no obligation to pay any invoices received after August 1st.

c) Payment to Registration Center will be made by bank wire for international accounts and Electronic Funds Transfer (EFT) for domestic accounts pursuant to the following instructions: (Registration Center must provide the following information in order to receive payment:)

Beneficiary (payee):
Beneficiary’s address:
Beneficiary’s email address:
Bank name:
Bank address:
Beneficiary’s account number:
SWIFT code:


A. University shall indemnify, defend and hold the Registration Center, its officers, agents, and employees, 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 University, its officers, agents, or employees.

B. Registration Center shall indemnify, defend and hold University, its officers, agents, and employees, 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 Registration Center, its officers, agents, or employees.

10. Insurance.

Each party shall keep in full force and effect during the Term, at its own expense, insurance or self-insurance as follows (“Insurance”):

General Liability (also known as Public Liability) Insurance with minimum limits as follows:
   Each Occurrence  $1,000,000
   Personal and Advertising Injury  $1,000,000
   General Aggregate  $2,000,000

If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement. Within thirty (30) days of the
11. Copyright Ownership and License.
University shall own the copyright to any copyrightable works contributed or created by Berkeley Summer Sessions in the performance of this Agreement.

12. Disputes
In the event of a dispute, California law will govern this Agreement, and the parties agree to binding arbitration in Alameda County under the rules of the American Arbitration Association.

13. Non-Assignability
This Agreement is not assignable to any third party, without the prior written consent of the non-assigning party.

14. Modification and Termination
This Agreement may be amended or modified only by mutual written agreement of the parties.

15. Student Privacy
Registration Center will (a) comply with the U.S. Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, and the student privacy policies of University; and (b) specifically do the following:

a) Maintain any student information and personally identifiable information solely for the purpose of this Agreement;
b) Not disclose any student information or other personally identifiable information to third parties other than disclosures necessary for the University's purposes;
c) Not disclose any confidential student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA; and
d) Return to University any student information with any and all copies destroyed, in the event that this Agreement ceases.

16. University Name, Trademarks and Logos
Registration Center shall 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 or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of Registration Center, its products or services. All uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection. This provision complies with California Education Code Section 92000.
17. Termination
The parties may terminate this Agreement at any time upon thirty (30) days written notice. Termination shall not relieve the parties of any obligations incurred under this Agreement prior to the termination date.

18. Notices
Contact information for the above parties is as follows:

University of California
Berkeley Summer Sessions
1995 University Avenue Suite 130
Berkeley, CA 94704-7026 U
Tel: +1-510-664-4715
Fax: +1-510-663-2877
Email: lharson@berkeley.edu
URL: summer.berkeley.edu
Contact: Leslie Harson, International Affiliates Administrator

With copy to:
Business Contracts and Brand Protection
2150 Kittredge Street, Suite 502
Berkeley, CA 94720
Tel: (510) 642-9120
Email: bcbp@berkeley.edu

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[INSERT AGENCY NAME]

Signature 
Name: __________________________
Title: __________________________
Date

Signature 
Name: __________________________
Title: __________________________
Date
SUMMER SESSIONS AGREEMENT

This Summer Sessions Recruitment Agreement ("Agreement"), dated ______________, 201_, is between The Regents of the University of California ("University"), on behalf of its Summer Sessions Office of the University of California, Berkeley ("Berkeley Summer Sessions"), and [insert school name] ("Institution").

Purpose of Agreement:
The parties desire to promote the Berkeley Summer Sessions academic program to Institution's students subject to the terms and conditions of this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

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   The term ("Term") of this Agreement shall commence ______________, 201_, and terminate ______________, 201_, and may be renewed annually if both parties agree in writing.

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   This is not an exclusive agreement, and University reserves the right to make similar arrangements with other organizations and/or individuals in the same geographic region.

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   a) Reimburse Institution for the cost of advertising materials produced by Institution such as brochures, display ads, or other forms, but only to the extent that such materials have been approved by University in advance. See Section 16, below, regarding use of University name, trademarks and logos.

   b) Deliver to Institution Berkeley Summer Sessions program materials, including copies of the Summer Course Preview published in late fall and, upon request by Institution, course lists, syllabi, book lists, and other materials as available. The costs of printing, shipping, and transmitting program information will be paid by Berkeley Summer Sessions.

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   a) Institution will screen all prospective students to ensure that each prospective student has serious intent to study, and adequate English language skills to perform college level work in accordance with English Proficiency Requirement (EPR) policy (see http://summer.berkeley.edu/international/english-proficiency-requirement).

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   c) If administrative delay or denial results in a student cancelling his/her summer program, Berkeley Summer Sessions will refund all summer tuition and fees that have been paid. In that situation, however, Berkeley Summer Sessions shall not be responsible for refunds of housing, airfare or other incidental expenses incurred by the student.
   d) Berkeley Summer Sessions will maintain a student tracking database, containing information on course enrollment, payment, I-20 processing and mailing. Changes made to enrollment or payment status after the initial registration will not be recorded in the database. Berkeley Summer Sessions will assign a password to Institution, which will allow Institution staff to access student information.
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   f) Enrollment in high-demand courses may result in a student being placed on a wait list. Wait lists are automatic functions of the campus registration system and cannot be manipulated by Berkeley Summer Sessions staff. If the student is unwilling to be on a wait list, he/she should either choose a different course with available space or cancel enrollment. Berkeley Summer Sessions will make every effort to inform Institution of the registration status of all students via the student tracking database. For billing purposes, wait lists are treated as regular enrollments. However, waitlisted courses do not count towards the units to qualify for or maintain F-1 student visa status.
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d) If Institution pays on behalf of its students by a single bank draft, the payment must be in U.S. Dollars and payable to UC Regents.
   
e) If Institution pays on behalf of its students by a single bank wire, the payment must be in U.S. Dollars using the following details:
   
   Payee: Regents of the University of California, Berkeley
   Berkeley Summer Sessions
   
   Name of bank: Bank of America, NA
   
   Bank address: 1655 Grant Street
   Concord, CA 94520
   
   Routing: ABA Number: 0260-0959-3
   CHIPS Address: 0959
   SWIFT Address: BOFAUS3N
   Account Number: 01753-80001
   Reference Number: [insert institution name]
   
f) A Confirmed Class Schedule and a Certificate of Eligibility (I-20) will be provided to each student only after receipt of full payment.

7. **Refunds and Settling Campus Accounts Receivable System (CARS) Bills**
   
a) Published refund deadlines for Berkeley Summer Sessions tuition and fees apply to all students. Refunds will be processed in the same form as the original payment, unless prevented by special circumstances.
   
b) Campus housing cancellations and refunds are handled by the residence program with which students made arrangements. Berkeley Summer Sessions does not process housing cancellation or refund requests.
   
c) It is the responsibility of students to verify the accuracy of their CARS statement and settle any outstanding balances by the deadline indicated on the statement. Institution will notify Berkeley Summer Sessions of any outstanding CARS balances and unresolved registration issues no later than September 1st if Institution paid for tuition and fees on behalf of its students. Official Transcript of Grades will not be issued to students with unpaid balances.

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a) Berkeley Summer Sessions will pay Institution an administrative fee of $300 per student for the total of ten (10) or more registered students. Should Institution send fewer than ten (10) registered students, the administrative fee payment amount will be $100 for each student.
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c) Payment to Institution will be made by bank wire for international accounts and Electronic Funds Transfer (EFT) for domestic accounts pursuant to the following instructions:
[Institution must provide the following information in order to receive payment:]

Beneficiary (payee):
Beneficiary’s address:
Beneficiary’s email address:
Bank name:
Bank address:
Beneficiary’s account number:
SWIFT code:


A. University shall indemnify, defend and hold the Institution, its officers, agents, and employees, 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 University, its officers, agents, or employees.

B. Institution shall indemnify, defend and hold University, its officers, agents, and employees, 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 Institution, its officers, agents, or employees.

10. Insurance.

Each party shall keep in full force and effect during the Term, at its own expense, insurance or self-insurance as follows (“Insurance”):

General Liability (also known as Public Liability) Insurance with minimum limits as follows:
- Each Occurrence: $1,000,000
- Personal and Advertising Injury: $1,000,000
- General Aggregate: $2,000,000

If the Insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
11. **Copyright Ownership and License.**
University shall own the copyright to any copyrightable works contributed or created by Berkeley Summer Sessions in the performance of this Agreement.

12. **Disputes**
In the event of a dispute, California law will govern this Agreement, and the parties agree to binding arbitration in Alameda County under the rules of the American Arbitration Association.

13. **Non-Assignability**
This Agreement is not assignable to any third party, without the prior written consent of the non-assigning party.

14. **Modification and Termination**
This Agreement may be amended or modified only by mutual written agreement of the parties.

15. **Student Privacy**
Institution will (a) comply with the U.S. Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, and the student privacy policies of University; and (b) specifically do the following:

   a) Maintain any student information and personally identifiable information solely for the purpose of this Agreement;
   b) Not disclose any student information or other personally identifiable information to third parties other than disclosures necessary for the University’s purposes;
   c) Not disclose any confidential student information to any other third parties without the written authorization of the student or under the authority of any of the statutory exemptions to this requirement allowed under FERPA; and
   d) Return to University any student information with any and all copies destroyed, in the event that this Agreement ceases.

16. **University Name, Trademarks and Logos**
Institution shall 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 or logos of the University, in any commercial context, including, without limitation, on products, in media (including websites), and in advertisements, in cases when such use may imply an endorsement or sponsorship of institution, its products or services. All uses of the University’s name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection. This provision complies with California Education Code Section 92000.

17. **Termination**
The parties may terminate this Agreement at any time upon thirty (30) days written notice. Termination shall not relieve the parties of any obligations incurred under this Agreement prior to the termination date.
18. Notices
Contact information for the above parties is as follows:

University of California
Berkeley Summer Sessions
1995 University Avenue Suite 130
Berkeley, CA 94704-7026 U
Tel: +1-510-664-4715
Fax: +1-510-643-2877
Email: lharison@berkeley.edu
URL: summer.berkeley.edu
Contact: Leslie Harison, International Affiliates Administrator

With copy to:
Business Contracts and Brand Protection
2150 Kittredge Street, Suite 502
Berkeley, CA 94720
Tel: (510) 642-9120
Email: bcbp@berkeley.edu

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA [INSERT SCHOOL NAME]

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