

AGREEMENT
BY AND BETWEEN

UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

AND

Sasaki Associates, Inc.

THIS AGREEMENT ("Agreement"), made and entered into as of February 9, 2011 by and between Hastings College of the Law, hereinafter called "Hastings", and Sasaki Associates, Inc., hereinafter called "Consultant", is for providing consultant services to Hastings as follows:

I. SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

Provide Strategic Planning consulting in accordance with the scope of work as detailed in RFP #01-0265, your response dated January 7, 2011 (Exhibit A), and the letter and detailed scope dated February 8, 2011, Sasaki Project #06687.00 (Exhibit B).

The overall intent of the project is to provide advice, support, background analysis, thematic organization, and drafting of a strategic plan document for the Strategic Planning Committee, and to ensure coordination of the work of the Committee with the Long Range Development Plan, which is being undertaken concurrently by the College.

II. TERM OF AGREEMENT

The term of this Agreement shall be from February 7, 2011 to September 30, 2011, or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

- A. Completion of the performance of the Services, which will be performed during regular business hours; or
- B. Receipt by Consultant of Hastings's written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings's sole discretion; or
- C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings' satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called "at will" Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

III. COMPENSATION

The cost of Services shall be a lump sum not exceed Fifty Thousand Dollars (\$50,000.00).

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed \$3,000.

IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant's taxpayer identification number and Consultant's license number addressed to:

David Seward
Chief Financial Officer
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415) 565-4710

VI. TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

Shauna Marshall, Academic Dean
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415) 565-4682

Consultant is to immediately inform Shaun Marshall (or her designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

- 1) First site visit: February 13-15, 2011;
- 2) At or immediately (within five (5) business days) following the first site visit:
 - a. Identify tasks, roles and timelines for committee members and supporting staff;

- b. Develop three (3) alternative high level scenarios for the future of the College based on briefings during the first site visit and analysis of data received by the College. These scenarios will be developed in close collaboration with the Dean, Academic Dean Marshall, the Controller and other College leaders as appropriate.
- 3) Second On-Site Visit: To be determined. At this visit, the alternative scenarios and their implications will be reviewed in an extensive Strategic Planning Committee work session and will also be presented to other stakeholders. A preferred scenario for development, documentation and communication to all stakeholders will also be determined during this visit.
- 4) Subsequent to the second site visit, Consultant will prepare a draft strategic plan in consultation with College leadership, for presentation to the Board of Directors at their meeting on June 03, 2011. The draft report should be finalized and issued by no later than May 20, 2011.
- 5) Consultant will prepare the final strategic plan for submission to the Educational Policy Committee at their meeting on August 16, 2011 with a recommendation to forward to the Board of Directors for adoption at their meeting on September 02, 2011. The final plan document should be issued to the College by no later than August 01, 2011.

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent acts or omissions of Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000; and Employer's Liability, Comprehensive General Liability with bodily injury limits and property damage limits of

\$1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of \$500,000 and Professional Liability in the amount of \$1,000,000 subject to a deductible of \$25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

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XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.

XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to

the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

David Seward, CFO
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

If to Consultant:

Sasaki Associates, Inc.
77 Geary Street, 4th Flr.
San Francisco, CA 94108

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant's knowledge, there exists an actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XXII. CONFIDENTIALITY


- 1. Confidential Information.** During the Term and thereafter, the Programs, the Documentation, the terms of this Agreement, student, alumni, employer and user profiles and information and any and all other technical and non-technical information provided by or related to the disclosing party or its business ("Confidential Information") shall be proprietary and confidential to the disclosing party, and neither party shall use, distribute, or make available Confidential Information, or permit such to be done, except as explicitly stated in this Agreement. "Confidential Information" shall also include proprietary or confidential information of any third party who may disclose such information to the disclosing party, or provided by a user of the Program. Confidential Information includes without limitation any and all Licensee Data, software, systems, source code, object code, screen displays, methods, processes, inventions, works of authorship, customers, vendors, and business plans. The receiving party shall take every reasonable precaution to protect the confidentiality of such information, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. In addition, the receiving party agrees to protect all Licensee Data and other Confidential Information in accordance with all applicable laws and regulations, including, but not limited to all laws and regulations protecting privacy rights. Notwithstanding the foregoing, Confidential Information does not include any information independently developed by the receiving party without regard to the Confidential Information, information in the public domain, or information disclosed to the receiving party by a third party not in violation of any confidentiality restrictions.
- 2. Other Disclosure.** If the receiving party is required to disclose or make available any Confidential Information pursuant to a valid court order or other legal requirement, the receiving party shall promptly notify the disclosing party of such requirement in writing in advance and cooperate and assist the disclosing party in any efforts undertaken by the disclosing party to limit the disclosure. Notwithstanding the foregoing, in all cases of a required disclosure, the receiving party shall limit the information disclosed or made available to the minimum required by law.
- 3. Injunctive Relief.** In the event of a breach of this Section, the parties agree that the disclosing party will suffer irreparable harm and the total amount of monetary damages for any injury to the disclosing party would be impossible to calculate and would

therefore be an inadequate remedy. Accordingly, the parties agree that the disclosing party shall be entitled to temporary, preliminary and permanent injunctive relief against the receiving party, its officers or employees, without the necessity of proving damages in connection therewith or posting bond, in addition to such other rights and remedies to which the disclosing party may be entitled at law or in equity.

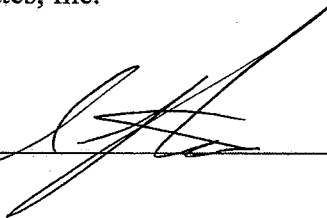
XXIII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

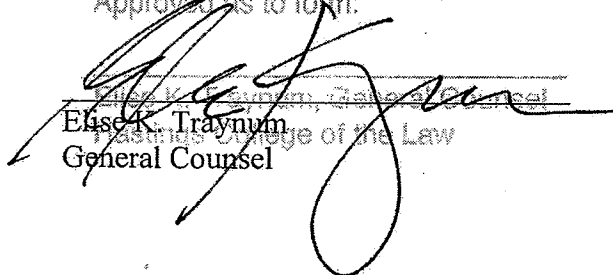
Dated: 3/24, 2011
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

By: 
David Seward
Chief Financial Officer

Dated: 3/22, 2011
Sasaki Associates, Inc.
(Consultant)

By: 
Signature

Approved As To Form:
Dated: 3-8-2011
Approved as to form:


Elise K. Traynum
General Counsel