UNIVERSITY OF CALIFORNIA SANTA CRUZ AGREEMENT FOR OUTREACH PRESENTATION BY UCSC INSTITUTE FOR PARTICLE PHYSICS

Santa Cruz campus (hereinafter called "University") and					
	(name of school)				
located at		(he	ereinafter called	"School"),	
	(address)				
agree as follov	vs:				
California, traveling pl agrees to pr	Santa Cruz Institute for Parnysics demonstrations designeesent its current exhibition ion of the Tesla Coil (the "I	ticle Physics (SCIPP) aned to visit local comm and the Power of the El	has developed a smunity high school	series of ols. University	
at		at	on_	<u>.</u>	
	(location)	(time)	(date)		

The parties to this Agreement, The Regents of the University of California on behalf of its

- **2. University Responsibilities:** While the risk of injury or damage from the Demonstration is not significant, University will take the following safety precautions:
 - (a) The Tesla Coil will be surrounded by a safety barrier at a distance of two feet to prevent touching of the coil itself.
 - (b) The audience will be kept at a distance of at least 20 feet from the Demonstration area.
 - (c) The protective suit worn by the demonstrator will be grounded to prevent injury to the demonstrator.
 - (d) At all times during the Demonstration, a person will be stationed at the main outlet switch in order to be able to interrupt power to the Tesla Coil.
 - (e) An announcement of potential hazard to cardiac pacemakers will be made prior to the Demonstration, warning affected individuals to leave the room.

3. School Responsibilities:

- (a) School will provide a room of suitable size to accommodate the anticipated audience and allow a distance of at least 20 feet from the audience to the Demonstration area. The ceiling height of said room shall be at least 15 feet. School will also provide a properly grounded electrical outlet rated at 20 Amps for the Demonstration.
- (b) School is hereby notified that the Demonstration may cause interference with other equipment on the same circuit breaker, and School agrees to ensure that all computers and other sensitive equipment on the same circuit breaker are unplugged prior to the Demonstration.
- (c) School is hereby notified that the Demonstration may cause interference with cardiac pacemakers located in the same room and closer than 25 feet from the Demonstration and School agrees to inform any audience members who may be affected by such interference and advise such persons to avoid the Demonstration.

4. Cancellation: Neither of the parties hereto shall have any liability to the other for cancellation of the Demonstration. However, upon cancellation by School, School will pay any documented travel costs related to the performance of services by University under this Agreement that were actually incurred by the University prior to the date of notice of such cancellation.

4. Indemnification:

- (a) School shall defend, indemnify and hold harmless University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent that 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 School, its officers, agents, employees or students.
- (b) University shall defend, indemnify and hold harmless School, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent that 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 University, its officers, agents, or employees.

In Witness Whereof, the duly authorized officers of the parties have executed this Agreement, as of the respective dates written below.

UNIVERSITY OF CALIFORNIA	SCHOOL
By:	By:
Name:	Name:
Title: <u>Business Contracts Administrator</u>	Title:
Phone: Date:	
	Phone:Date
UCSC INSTITUTE FOR PARTICLE PHYSICS	
By:	
Name:	
Title	
PhoneDate	