

# **CONTRACT NAME: RESEARCH USE AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between The UC Regents and DJUSD is to allow UC researchers access to District facilities to install temporary indoor air quality measuring devices. The data will be used for a study of indoor air quality related to the recently installed District HVAC units. DJUSD will receive a copy of the results.

**FISCAL IMPACT:** There is no cost associated with this agreement.

**RESEARCH USE AGREEMENT  
THE REGENTS AS LICENSEE**

THIS AGREEMENT dated September\_\_\_\_, 2017 ("Effective Date") is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation on behalf of its Davis campus ("University") and THE DAVIS JOINT UNIFIED SCHOOL DISTRICT ("DJUSD"), hereinafter individually and collectively referred to respectively as a "Party" or the "Parties".

**WHEREAS**, DJUSD is the owner of certain real property described as 315 W 14<sup>th</sup> Street, Davis, CA and

**WHEREAS**, University seeks to enter and use the following described portion of DJUSD's real property upon DJUSD's property located at 315 W 14<sup>th</sup> Street, Classrooms N1, N2, N3, N4, N10, N11, N12, Davis, CA ("Premises") to conduct a research project ("Project") as specified in Article 3 below,

**NOW, THEREFORE**, intending to be legally bound, the parties agree as follows:

**ARTICLE 1 – GRANT OF LICENSE**

DJUSD hereby grants to University and to its agents, employees, guests and invitees a non-exclusive, revocable license to enter and use the Premises for the purposes, and at the times, set forth in Article 3, below.

**ARTICLE 2 – TERM**

The term of this agreement shall be for the period from August 7, 2017 to June 30, 2018 ("Term").

**ARTICLE 3 – USE OF PREMISES**

3.1 University Uses. The University shall use the Premises to install, maintain, and retrieve data acquisition equipment for the Premises, summarized as follows:

A. HVAC Systems: University will measure electric power consumption and in multiple places will measure temperature, humidity, air flow rate, pressure difference, and door opening. This equipment will be inside the HVAC unit and duct work so it will not be visible inside the class room, with the exception of the small door sensor and wire.

B. Indoor Air Quality: University will install sensors in each classroom to continuously measure CO<sub>2</sub> concentration and small particles from natural and combustion sources (PM2.5 and black carbon). This equipment is small and unobtrusive and will be mounted discretely inside each classroom. University intends to visit the classrooms three (3) times over the course of the academic year for one (1) week each time to measure Formaldehyde, PM 2.5, and ozone using more expensive and more precise laboratory grade equipment. This more intensive monitoring equipment is slightly larger than the continuous monitoring equipment but still relatively small and it will be located discretely in the classrooms for each of the three (3) one-week periods. For outdoor air quality University will install

continuous monitoring of CO2 PM 2.5 in a location relevant to the outdoor air intakes of the HVAC systems.

C. Minimal Impact to Teachers: University will invite the teachers to take a survey three (3) times during the school year and offer them an incentive to participate in the survey. The teacher can choose not to participate in the survey. There will be oversight by UCD Internal Review Board.

D. Benefits of Participation: WCEC will provide a summary of results for the monitored classrooms and recommendations for potential actions to improve indoor air quality and reduce energy consumption. WCEC will provide a copy of the final report to the California Energy Commission.

3.2 Time of Use. The University's use of the Premises shall be at the following times and days of the week: For one to two weeks, between August 7, 2017 and September 30, 2017, to install long term monitoring equipment; two (2) afternoon visits three (3) times during the school-year to install and retrieve short-term monitoring equipment and make any necessary repairs to long-term monitoring equipment; one (1) visit in January to change filters; and, one (1) to two (2) day visit in June 2018 to remove all monitoring equipment after school gets out.

#### **ARTICLE 4 - CONSIDERATION**

This is a no-cost agreement.

#### **ARTICLE 5 - INDEMNIFICATION**

5.1 DJUSD's Obligation. DJUSD shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of DJUSD, its officers, agents, partners or employees.

5.2 University's Obligation. University shall indemnify, defend and hold harmless DJUSD, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

#### **ARTICLE 6 – INSURANCE**

##### **6. Insurance.**

6.1 DJUSD's Insurance. DJUSD, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence \$1,000,000
2. Products/Completed Operations Aggregate N/A
3. Personal and Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than \$1,000,000 per occurrence.

C. Property Insurance, Fire and Extended Coverage Form in an amount equal to one hundred percent (100%) of the full replacement value of the building in which the Premises are located to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.

D. Workers' Compensation as required by California law.

The coverages required herein shall not limit the liability of DJUSD.

The coverages referred to under A. and B. of this Section 6.1 shall include University as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of DJUSD, its officers, agents, partners and employees. DJUSD, upon the execution of this Agreement, shall furnish University with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to University of any material modification, change or cancellation of the above insurance coverages.

**6.2 University's Insurance.** University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

1. Each Occurrence \$1,000,000
2. Products/Completed Operations Aggregate N/A
3. Personal and Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000

B. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

C. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse University for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.

D. Workers' Compensation as required under California State law.

The coverages required under this Section 6.2.A, B and C shall not limit the liability of University.

The coverages referred to under this Section 6.2.A and B. shall include DJUSD as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of University, its officers, employees, and agents. University, upon the execution of this Agreement, shall furnish DJUSD with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to DJUSD of any material modification, change or cancellation of the above insurance coverages.

6.3 Waiver of Subrogation. University and DJUSD hereby waive any right of recovery against the other as a result of loss or damage to the property of either University or DJUSD when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

#### **ARTICLE 7 – DECOMMISSIONING**

7.1 Decommissioning. At the end of the Term, the installed equipment will be removed and everything will be restored to its original state. DJUSD waives and releases University from any and all claims related to or arising from the installation and removal of the equipment.

7.2 Repair and Restoration. If University, its agents or contractors cause any damage to the Premises in connection with the exercise of this RUA, University shall repair and restore the Premises to its original condition (as it was prior to University's use under this RUA.) University shall perform the repair and restoration required hereunder prior to the expiration of this RUA, or within ten (10) days of its earlier termination. In the event that repair and restoration is performed following the termination of this RUA, University's Indemnity and Insurance obligations in paragraphs 5 and 6 shall continue until repair and restoration is completed as provided herein.

#### **ARTICLE 8 – CONDITIONS, PERMITS**

8.1 Conditions Applicable to RUA. This RUA is subject to all existing covenants, conditions, reservations, contracts, leases, RUAs, easements, encumbrances, restrictions and rights of way of record and to such other matters concerning use of the Premises as are within the actual knowledge of University.

8.2 Permits. University shall be responsible for securing any required approvals, permits and authorizations from any federal, State or local agencies.

#### **ARTICLE 9 – TRANSFER, ASSIGNMENT, INTERFERENCE**

9.1 No Transfer or Assignment. This RUA is personal to University. Any attempt to transfer or assign this RUA shall terminate it.

9.2 No Interference. University shall not unreasonably interfere with the normal operation and activities of the Premises, and University shall use ordinary care in its activities on the Premises to minimize damage to the Premises and inconvenience to DJUSD or its agents, tenants, employees and invitees.

**ARTICLE 10 – BREACH AND CURE**

10. **Breach and Cure.** In the event that University breaches any of its obligations under this RUA, DJUSD shall send University a written notice specifying the nature of such breach. University shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for University's performance, then University shall commence performance within such ten (10) day period and, thereafter, diligently proceed to completion. If University fails to cure or to commence cure within such ten (10) day period, then DJUSD shall have the right to terminate this RUA immediately by serving University with written Notice of termination. DJUSD shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of University's obligations hereunder.

**ARTICLE 11. NOTICES**

11. **Notice.** Any notice required hereunder ("Notice") shall be in writing and shall be addressed as follows:

DAVIS JOINT UNIFIED SCHOOL DISTRICT  
526 B Street  
Davis, CA 95616  
Attention: Bruce Colby, Chief Business Officer,  
bcolby@djusd.net

UNIVERSITY  
UC Davis Real Estate Services  
255 Cousteau Pl.  
Davis, CA 95618  
Attention: Executive Director

**With a copy to:**

Western Cooling Efficiency Center  
215 Sage Street, Suite 100  
Davis, CA 95616  
Attention: Theresa Pistochini

**ARTICLE 12. LIENS**

12. **Lien Free Condition.** University shall not cause or permit any liens to be placed against the Premises or against DJUSD's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. This RUA supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this RUA. No alteration or variation of this RUA shall be valid unless made in writing and signed by DJUSD and University and his agreement shall be construed pursuant to California law.

***Signature page follows***

**IN WITNESS WHEREOF**, the parties have executed this License Agreement the day and year first above written.

AGREED:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA, a California  
Corporation

By: \_\_\_\_\_  
Bruce Colby  
Chief Business Officer

By: \_\_\_\_\_  
Grant Rockwell, Vice Chancellor  
Capital and Real Estate