This agreement is made and entered into this 21 day of November, 2003 by and between the San Francisco Community College District, hereinafter referred to as "District," on behalf of City College of San Francisco, and then National Articulation and Transfer Network, hereinafter referred to as the "NATN," an independent foundation established and operated for the purposes of supporting the District and other postsecondary institutions around the country.

I Purpose

California Education Code Section 70902.B authorizes the District to enter into agreements with non-profit corporations.

The NATN is a non-profit corporation envisioned and established by Dr. Philip R. Day, Jr. of SFCCD to promote and assist the educational access and support services for underrepresented students across institutions and educational levels, to provide schools, colleges, universities, and other educational organizations with educational access and support services, and finally, to foster research and the development of solutions for improving educational access and student support services across institutions and educational levels. The NATN’s Articles of Incorporation and its tax-exempt status have been approved by the State of California and the Internal Revenue Service.

The District desires to receive and encourage such support provided by the The NATN and to play a role in the start-up of this Foundation. Thus, the purpose of this Agreement is to establish the terms and conditions under which the District will provide space and administrative support to the NATN, and to establish the parameters of the relations between the District and the NATN.

II Relationship Between the NATN and the District

The relationship between the NATN and the District, as described in this Agreement, is in the capacity of independent contractors. Nothing contained in this Agreement shall be construed as establishing any relationship between the NATN and the District as employer/employee, a partnership, a joint venture or any relationship whatsoever other than that of independent contractors.

III Use of Facilities

The NATN shall be entitled for up to three years, subject to the consent of the Chancellor of the District or his/her designee and subject to further review at the end of three year period, to utilize facilities and property owned, occupied, operated and used by the District. The NATN shall use the facilities and property only for those services and functions that are consistent with the policies, rules and regulations which have been or may be adopted by the Board of Trustees of the District.
The NATN may utilize such facilities and property only for the purposes of:

1. Providing educational access and support services for underrepresented students across institutions and educational levels;
2. Providing schools, colleges, universities, and other educational organizations with educational access and support services; and
3. Fostering research and the development of solutions for improving educational access and student support services across institutions and educational levels; and
4. Any other authorized the NATN activity.

Permission to use any of the District facilities or equipment included in this Agreement or amendments may be reasonably withdrawn upon written notice by the Chancellor or his/her designee when the facilities are needed by the District.

IV Reimbursement for Services and Facilities

The NATN shall, by prior agreement (Addendum A), reimburse the District for certain expenditures incurred by the District as a result of activities of the NATN. The District shall invoice the NATN for such expenditures, indicating items charged and the method of determining costs.

The District will provide certain services without invoice, by prior agreement (Addendum A), to the NATN for the period specified, which may include custodial and facilities maintenance services, equipment and information systems service and advice, personnel and related assistance and other similar services as from time to time are agreed upon. It is the good faith business judgment of the Board of Trustees of the District that the services and funds provided by the NATN to the District have a fair market value far surpassing the value of the administrative services provided by the District to the NATN under this Agreement.

V Conformance with Laws, Regulations and Policies

In the conduct, administration and performance of the functions and activities described herein, the NATN shall, at all times, conform to all applicable laws, rules, regulations, procedures and policies.

VI Signs, Fixtures and Equipment

District facilities and property shall not be altered by the NATN in any manner without the consent of the Chancellor or his/her designee. Authorized alterations shall be at the expense of the NATN.

During the term of this Agreement, the NATN shall have the right to place and attach fixtures, signs and equipment in and upon facilities as authorized in writing by the Chancellor or his/her designee. Fixtures, signs and equipment so erected, placed or attached by the NATN shall be and remain the property of the NATN and removed therefrom by the NATN upon termination of this Agreement.
VII Right of Entry

The District and its authorized representatives shall have the right to enter the facilities at any reasonable time for the purpose of examination, repairs or supervision.

VIII The NATN Records

The NATN shall maintain adequate records of its activities; shall make such records available for inspection by the District upon reasonable notice.

IX Annual Audits

An independent CPA firm will be retained annually to audit the NATN with the costs of that service paid by the NATN. A copy of all audit reports shall be supplied to the District in a timely manner following their completion.

X Indirect Costs

If the NATN administers a federally sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by the District for the NATN relating to the federally sponsored project and within the levels of permitted by the funding source. Such reimbursement will take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award.

XI Dispensation of Earnings

Income generated by the NATN in excess of costs and provisions for equipment, maintenance, reserves and working capital shall be used solely to support the purposes for which the NATN was established.

XII Distribution of Assets

Upon cessation of operations of the NATN, at any time during the period of this agreement, the net assets of the NATN shall be transferred to the District.

XIII Third Party Agreements

The NATN shall not enter into any contract that would obligate District facilities or equipment without the prior written approval of the Chancellor or his/her designee.

XIV Nonassignability

This Agreement is not assignable by the NATN, either in whole or in part, nor shall the NATN permit anyone else to use the described facilities or any part thereof without written permission of the Chancellor or his/her designee.
XV Terms of Agreement

This Agreement is for a five-year term beginning on the twenty-first day of November, 2003 and ending on the thirtieth day of June, 2008 unless sooner terminated as herein provided. The Agreement may be renewed for three additional five-year terms upon mutual agreement. This Agreement may be terminated by either party by giving sixty (60) days written notice.

XVI Insurance

During the term of this Agreement, the NATN shall at its own expense obtain and maintain for the NATN and all its officers, directors, agents, employees and volunteers liability insurance in the amount of $1M each occurrence, with excess liability coverage, including standard property damage, bodily injury, personal injury, errors and omissions, advertising injury, incidental contractual and contract liability coverage.

When special events are sponsored by the NATN, separate insurance coverage may be required by the District.

XVII Indemnification

The NATN agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from and against any and all loss, damage or liability that may be suffered or incurred by the District, its officers, agents or employees, caused by, arising out of, or in any way connected with the use of facilities or services by the NATN in connection with this Agreement.

XVIII Notices

All notices, correspondence and other written communications shall be addressed and directed to NATN and the District, respectively, at the following addresses or at such other addresses as either party may from time to time designate in writing to the other:

President of the Board of Trustees       Dr. Philip R. Day, Jr., President  
City College of San Francisco     NATN  
50 Phelan Avenue, E200              50 Phelan Avenue, Room E 208  
San Francisco, CA  94112       San Francisco, CA  94112

All notices pursuant to this Agreement shall be by United State first-class mail, postage pre-paid, or by personal delivery and shall be deemed given or rendered as of the date postmarked or delivered.

XIX Entire Understanding

This Agreement constitutes the entire understanding between the NATN and the District with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understanding or
agreements concerning this subject matter. No waiver, modification, amendment or addition to this Agreement shall be valid unless in writing and signed by both parties.

**XX Failure or Forbearance**

The failure or forbearance of either party to exercise any or part of its rights or remedies with respect to alleged breaches of this Agreement by the other party shall not operate as a waiver as to any other or subsequent breach.

**XXI Governing Law**

This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements made and to be performed in such state.

**XXII Binding Agreement**

This Agreement shall be binding upon the parties as well as their successors and assigns.

**XXIII Invalidity**

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the remainder of this Agreement, and this Agreement shall be construed and performed in all aspects as if such invalid or unenforceable provisions were omitted.

**XXIV Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

**XXV Amendments**

This Agreement may be modified only in writing, signed by the parties hereto.

IN WITNESS HEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

San Francisco Community College District

By: _______________________________
    Dr. Anita Grier, President
    CCSF Board of Trustees

Date: _____________________________

The National Articulation and Transfer Network

By: _____________________________
    Dr. Philip R. Day, Jr., President

Date: _____________________________
The purpose of this Addendum is to establish the relationship between the District and the NATN for the use of facilities and to designate paid District personnel support for the Foundation.

A. During the term of this Agreement, the NATN shall not be required to reimburse the District for accounting support services for the first year starting November 21, 2003 through June 30th, 2004. Thereafter, the NATN shall reimburse the District the amount of $7,000 for the first year, payable on or before June 30, 2005 for accounting and bookkeeping services performed during the previous twelve months, and such reimbursement shall increase by ten (10) percent each year in subsequent years through June 30, 2008 unless there are indirect cost or other funds from grants or other sources available for such reimbursement at a higher level. That is, the reimbursement for accounting services shall be no less than $7,700 for 2005-2006, $8,470 for 2006-2007, and $9,317 for 2006-2008.

No reimbursement for administrative support services shall be required by the District for the first year starting November 21, 2003 through June 30th, 2004. Thereafter, the NATN shall reimburse the District 75% of the actual salary and benefits of any District administrative support personnel, other than accountants, payable on or before June 30, 2005 for services performed during the previous twelve months unless there are indirect cost or other funds from grants or other sources available for such reimbursement at a higher level.

B. The Chancellor of City College of San Francisco shall serve as the incorporator and initial Executive Director of the NATN to assist and direct the NATN activities. The District shall require no reimbursement of salary and benefits for this position for the term of this Agreement.

C. The District shall permit the independent CPA firm retained to audit the District to conduct the audit of the NATN and the additional costs for that service will be paid by the NATN.

D. The NATN may occupy, operate and use those District facilities as determined by the Chancellor.

This Addendum to the Master Agreement By and Between the San Francisco Community College District and the National Articulation and Transfer Network shall provide for the stated purpose, use of facilities and District paid personnel support for five years commencing of November 21, 2003, terminating on June 30, 2008, and renewable for three additional five-year terms upon mutual agreement. Unless a successor addendum to the Master Agreement is agreed to by the District and the NATN, the terms and conditions of this Agreement as stated above shall terminate and all facilities occupied, operated and used by the NATN will automatically revert to the District.

IN WITNESS HEREOF, this Addendum has been executed by the parties hereto as of the date first written above.
San Francisco Community College District

By: _______________________________
   Dr. Anita Grier, President

Date: _____________________________

The National Articulation and Transfer Network

By: _______________________________
   Dr. Philip R. Day, Jr., President

Date: _____________________________