

## Contract for Training Services

1. This Agreement is made on \_\_\_\_\_ between H&A System Engineering ("Instructor") and \_\_\_\_\_ ("Client"). This Agreement is contingent upon a minimum enrollment specified in Attachment A and shall be in force from the date signed through the instruction dates specified in Attachment A.

2. Relationships. No relationship other than Buyer and Independent Contractor shall be deemed to exist between Client and Instructor. The Instructor hereby represents that the Instructor is responsible for all necessary payroll withholdings and payments as may be required by federal and state laws and that all engineering services being performed hereunder will be performed by the Instructor's Principals who are California professional engineers with licenses:

KP Haggerty: E15136 and CS7114  
LJ Haggerty: E14797

3. Compensation. In compensation for the services to be performed by the Instructor, the Client agrees to pay the Instructor the fees and expenses specified in Attachment A. All instruction-related services shall be invoiced as specified in Attachment A.

4. Client's Duties. The Client shall arrange for the Class and provided materials and facilities as specified in Attachment B.

5. Instructor's Duties. The Instructor shall provide instructional services equipment in accordance with Attachment B. Class preparation shall be at the Instructor's place of business using the Instructor's tools and equipment. The Instructor shall also comply with the terms and conditions listed in Attachment B.

6. Liability and insurance provisions

6.1 The Instructor shall maintain, at the Instructor's expense, the insurance listed in Attachment C.

6.2 Arbitration. Any dispute between Client and Instructor regarding this agreement will be settled under the commercial rules of the American Arbitration Association by mediation and if not resolved, by arbitration of the last offered mediation positions.

6.3 Liability Limitation. The liability of the Instructor with respect to this Agreement shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability.

7. General provisions

7.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.2 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

7.4 Amendments to Agreement. This agreement may not be changed unless mutually agreed upon in writing by both parties.

7.5 Force Majeure. Instructor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Instructor.

7.6 Ownership of property. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Instructor as instruments of service shall remain the property of the Instructor. The Instructor shall retain all common law, statutory and other reserved rights, including the copyright thereto.

8. Termination of Contract. This Agreement shall terminate automatically on the occurrence of any of the following events: Completion by Instructor of the services required by this Agreement, Insufficient enrollment as defined in Attachment A, Default in the performance of the Agreement by either party, Bankruptcy or insolvency of either party; Sale of the business of either party; Death of either party. This agreement may be terminated in whole or in part at any time by either party by giving 30 days written notice to the other, or as mutually agreed.

9. In Witness Whereof, Instructor and Client have caused this Agreement to be signed by their respective duly authorized officers as of the day and year above written.

For Instructor: KP Haggerty, Principal Systems Engineer  
H&A Systems Engineering  
P.O. Box 2875, El Segundo, CA 90245

For Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment A: Instructor Compensation

Instruction Start Date: \_\_\_\_\_

Instruction End Date: \_\_\_\_\_

Invoice: At Class Completion

Terms: Net 30

Hourly Rate: \$xxx/hour (1/1/2013 – 12/31/2013) and Travel: Regular and customary expenses if required

OR

Class Fixed Price: \_\_\_\_\_

Minimum Enrollment: \_\_\_\_\_

## Attachment B: Instructor Statement of Work

Provide instruction for \_\_\_\_\_. The work tasks are:

- a. Lecture preparation
- b. Performing class lectures at \_\_\_\_ on the following days of the week \_\_\_\_ during the Class duration
- c. Lab assignment preparation
- d. Performing lab instruction at \_\_\_\_ on the following days of the week \_\_\_\_ during the Class duration
- e. Office Hours: \_\_ hours/week
- f. Email/Discussion Board Student Consultation: \_\_ hours/week
- g. Test preparation
- h. Final Exam Proctoring

Facilities and materials provided by (Instructor or Client):

- a. Classroom: \_\_\_\_\_
- b. Projection Equipment: \_\_\_\_\_
- c. Office hours room: \_\_\_\_\_
- d. Text books: \_\_\_\_\_
- e. Copies of class notes: \_\_\_\_\_
- f. Computer lab: \_\_\_\_\_
- g. On-site Internet Access: \_\_\_\_\_
- h. Instructor's computer and software: \_\_\_\_\_

## Attachment C: Instructor Liability Insurance

General Liability: \$\_\_\_\_\_

Professional Liability: \$0

Automobile Liability: \$\_\_\_\_\_

Health Insurance