

TRAINING SERVICES CONTRACT AGREEMENT

THIS TRAINING SERVICES CONTRACT AGREEMENT (hereinafter referred to as the Agreement) is framed between the Seoul Metropolitan Office of Education (hereinter, "A"), Republic of Korea and Lawrence Hall of Science University of California Berkeley(hereinter "B") in order to mutually conform that "A" trusts "B" for performing services designated by "A" and "B" also faithfully performs the designated service.

Article 1 (Purpose)

The purpose of this agreement is to specify the mutual rights and obligation of both parties relating to "B"'s completion of the training services for korean elementary and secondary science teachers to educate gifted and talented students as entrusted by "A".

Article 2 (Scope of the Training Services)

"B" will provide the following services pursuant to the terms of this Agreement:

1. To perform the terms and conditions of Training Services in accordance with the Contract Agreement;
2. To implement the Training Plan, as specified in Annex A hereof;
3. To provide assistance for trainees; and
4. To provide all possible assistance to each of the trainees in connection with the immigration authority of the host country in respect of each trainee's entry into and departure from the host country in connection with the training program.

Article 3 (Managing the Program in Compliance with the Training Plan)

"B" shall perform and satisfy all the requirements of this Agreement in connection with providing the training services in accordance with the Training Plan.

In case the Training Plan demands an adjustment, change, correction, modification or amendment, "B" shall consult with "A", or the person designated by "A" (hereinafter, "the Leader"), prior to making such an adjustment, change, correction, modification or amendment.

Such necessary adjustment, change, correction, modification or amendment shall not be effective unless it is made in writing and signed by both "A" and "B".

Article 4 (Training Period, Number of Participants, Subject Matter and Training Fees)

1. The Training Program shall be conducted from 9th(Sunday), January, 2005 to 4th(Friday), February, 2005.(hereinafter, the "Training Period").

2. The number of trainees to attend the Training Session shall be 40 including The Leader.

a. Elementary teachers of scientifically gifted education : 21 participants (including the leader)

b. Secondary teachers of scientifically gifted education : 19 participants (including the leader)

* The leaders are Professor.

3. The Training Period shall cover the following subject matter:
Secondary and Secondary education to gifted and talented student.

4. "A" shall pay "B" the amount US Dollars 195,000 as the Training Fees.

a. The overall expense covers all the relevant costs incurred during the entire stay of trainees at the place of the training program excluding off-shore travel costs.

b. The above-said expense is inclusive of all the related costs (fees for resource persons, room and board, cultural site visits, translation service, health insurance, local transportation, etc.)

Article 5 (Assistance and Protection)

1. "B" will take and provide reasonable assistance, care and protection to the trainees in connection with the trainee's daily activities during the Training Period.

2. In the event a trainee causes disruption of the training program due to such trainee's misbehavior, "B" shall consult with the Leader and may request the Leader to take disciplinary steps including withdrawal of the trainee from the Training Program.

Article 6 (Medical Care and Safety Management)

1. "B" will provide full assistance and cooperation, such as providing information on local medical facilities, to the trainees participating in the training program during the training period in connection with the use of such local medical facilities.

2. In case of medical emergency of any of the trainees, "B" will take reasonable and necessary measures for such trainees to receive prompt medical attention and treatment.

Article 7 (Services)

1. "A" may at any time make oral and written requests in connection with the contents and implementation procedures of the training program. "B" shall comply with such requests of "A" unless there is any compelling reason rendering "B" unable to comply with such requests. "B" shall not jeopardize or disrupt the training program by delaying or refusing to accept such requests from "A".

2. "B" will send "A" the comprehensive report of the training program and the evaluation of trainees within 30 working days after the completion of the training program including attendance record, performance, problems, suggestions, and any other remarks.

Article 8 (Provision of Facilities and Experimental Equipment)

"B" shall provide trainees with equipment and facilities (library and internet access, sports and leisure facilities) necessary and related to experiments to be conducted during the training program at "B"'s costs.

Article 9 (Interpretation and Translation Service)

"B" shall provide sufficient and efficient interpretation and translation services to the trainees by employing such persons (preferably, Korean

graduate students or professors) having relevant knowledge in the subject matter of the Training Program and the language ability to assist the training organizers and trainees in the process of implementation of the training program in an effective and efficient manner.

Article 10 (Proceeding and Amendment of the Training Program)

1. "B" shall prepare detailed training contents and schedule including but not limited to the major training subjects and descriptions thereof, timetable and other documentary evidence [i.e., accommodations, institutions to be visited, list and curriculum vitae of resource persons, resumes of interpreter(s) on related subjects] and forward it to "A" within 10 working days from the signing of this Agreement.

2. In case the training curriculum and schedule demands modification due to reasons not attributable to "B", "B" shall notify and consult with "A" prior to making such a change.

3. Any difference in the training fees resulting from a change in the training curriculum and schedule shall be refunded to "A" after the completion of the Training Session.

Article 11 (Withdrawal)

In case any of the trainees withdraws for any reason, "B" shall notify the Group Leader of the Training, and cooperate with the Leader to take necessary measures in this connection.

Article 12 (Limitation of Liability and Compensation)

"A" and "B" shall be liable mutually for any direct or consequential loss or damage provided that the loss or damage is caused by the negligence or willful misconduct of both Parties.

Article 13 (Invoicing and Paying the Training Expenses)

1. "B" will invoice "A" for 50% of the agreed fees within 2 weeks after executing the contract agreement, an additional 40% of the fees shall be invoiced at the beginning of the Training, and the remaining 10% will be invoiced after the completion of the Training.

2. "A" will pay each of the invoiced amounts of fees designated bank account provided by "B" by remit within 7 working days after receipt of such an invoice.

Article 14 (Adjusting the Expenses)

1. "A" may withhold and deduct from the payment of the Training Fee any and all expenses incurred by a default of "B" during the Training Period. The amount to be withheld and deducted is subject to mutual agreement between "A" and "B".

2. In case there occurs any credit balance from the Training Program after having expended the Training Expenses, as detailed in Article 13 hereof, at the end of the Training Program, "B" shall return to "A" the credit balance. "B" shall notify "A" of the credit balance amount in writing and remit it to the bank account designated by "A".

3. "A" is entitled to request documentary evidence of the Training Expenses actually expended and "B" shall comply with such a request.

Article 15 (Amendment)

This Agreement may be amended or modified by mutual written agreement of both Parties only.

Article 16 (Settlement of Disputes)

Any matter that is not explicitly stated in this Agreement shall be dealt and resolved by mutual consultation between the Parties. In case a conflict arises between the Parties in connection with this Agreement or the Training Program that cannot be resolved amicably, a neutral mediator shall be selected by the Parties upon mutual agreement.


Article 17 (Effectiveness and Termination)

1. Both "A" and "B" shall fulfill each respective party's obligations and responsibilities with a goal to carry out the Training Program successfully.

2. This Contract Agreement shall be effective upon execution of the Agreement by both parties and shall expire at the time when "A" receives the comprehensive report of the Training Program and pays the amount due to "B".

Article 18 (Confirmation of Agreement and Notarization)

To evidence that this Agreement has been duly executed by an authorized representative of each Party, Each party shall return to the other an executed copy of the Agreement together with notarization.

Signed : 
Name : Yang, Chang Hyun
Position : Chief, Bureau of Education Support
Date : 2004. 12. 2

Signed :
Name :
Position :
Date :

On behalf of
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