

DEC 18 2003

ONLINE COLLECTIVE BARGAINING DATABASE ACCESS AGREEMENT

This Database Access Agreement (“Agreement”) is entered into this 9th day of December, 2003, by and between the Community College League of California, a nonprofit, public benefit corporation, (hereinafter “League”) and the Monterey Peninsula Community College District (hereinafter “District”). Hereinafter League and District shall be collectively referred to as the “Parties.”

INTRODUCTION

WHEREAS, the League is the creator and owner of the Online Collective Bargaining Database (hereinafter “Database”), which was developed to support the collective bargaining work of community college districts and their administrators located across the state of California.

WHEREAS, the District is interested in providing information for the Database and accessing the Database for the District’s collective bargaining purposes.

WHEREAS, the District shall regard the Database as a confidential source of information to assist the District’s management in fulfilling its collective bargaining obligations.

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 “Administrative Contact” means the individual authorized by the District to receive and provide information required to administer this Agreement.
- 1.2 “Agreement” means this Database Access Agreement.
- 1.3 “Authorized User” means the District administrators involved in representing the District in collective bargaining negotiations and related matters who are authorized on behalf of the District to access the Database according to the terms of this Agreement.
- 1.4 “Database” means the Online Collective Bargaining Database as more fully described in Article II.
- 1.5 “District Data” means documents, information and data submitted to the League by the District for inclusion in the Database.

- 1.6 "Participating District" means a California Community College that submits District Data to the League for inclusion into the Database under a Database Access Agreement with the League.
- 1.7 "Password" means the Database access code provided to the District's Authorized Users to enable access to the Database.
- 1.8 "Personal User Identification" means the identification code given to the District's Authorized Users.
- 1.9 "Subscription Fee" means the monetary fee paid by the District to the League for access to the Database during the Subscription Term.
- 1.10 "Subscription Term" means the time period during which the District shall have access to the Database.

ARTICLE II

DATABASE SERVICES

- 2.1 The District shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for the District's Authorized Users to obtain access to and use the following:
 - (a) The League's Online Collective Bargaining Database at www.cbdatabase.org.
 - (b) Copies of any available materials for use of the League's Database.
 - (c) Online and workshop training as offered from time to time by the League.
- 2.2 The Database shall contain information submitted by Participating Districts which includes: current employee contracts, current salary schedules, current benefits schedules, job descriptions, organizational charges, and grievances, side letters and MOUs. The District acknowledges that from time to time, the League may add or withdraw categories of information to be included in the Database.
- 2.3 The primary purpose of the Database is to support the collective bargaining work of the District's administrators by providing online access to comprehensive statewide information and critical documents and by reducing time, resources and costs associated with researching and surveying. The information in the Database will enable Participating Districts to develop confidential collective bargaining strategies and proposals for negotiations with various union and employee groups.
- 2.4 The Database will allow District Authorized Users to search, view and print documents included in the Database, survey other Participating Districts, access surveys by other Participating Districts, save surveys for future use, electronically annotate documents retrieved from the Database, and communicate with other Participating Districts.

- 2.5 It is understood and agreed that Database maintenance may be required from time to time and the League will endeavor to provide the District with prior notice of such maintenance by posting such notice on the home page of the Database. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to the District.
- 2.6 The District agrees that the League shall not be liable for any delays or failures in performance or for any interruption of the League's service and further agrees to indemnify and hold the League harmless from any loss or claims or loss arising out of the use of the League's service or any materials provided under this Agreement.

ARTICLE III

SUBSCRIPTION FEES AND SUBSCRIPTION TERM

- 3.1 The District shall pay the League a fee of \$4,000 for a Database Subscription Term commencing on February 1, 2004 and expiring on November 30, 2005. The subscription fee shall be paid no later than December 12, 2003.

ARTICLE IV

TERMINATION

- 4.1 This Agreement shall be in effect between the League and the District during the Subscription Term unless terminated by either party upon thirty (30) days prior written notice to the other party.
- 4.2 Should either Party terminate this Agreement during the District's current Subscription Term, the League agrees to refund a prorated portion of the Subscription Fee for the remainder of the then current Subscription Term.

ARTICLE V

DISTRICT CONTRIBUTION TO AND USE OF DATABASE

- 5.1 The District agrees to submit District Data in a timely fashion to the League and to update District Data as changes are made in accordance with the current instructions provided by the League for inputting District Data into the Database.
- (a) By submission of District Data to the League for inclusion in the Database, the District grants the League a perpetual, nonexclusive, royalty-free license to include the District Data in the Database for use by all authorized users of the Database, with such use to include, but not be limited to copying, displaying, modifying, and preparing reports under the terms and conditions of this Agreement.

- (b) The District hereby warrants and represents that such District Data does not violate any intellectual property rights of third parties. The District hereby agrees to indemnify, defend and hold harmless the League from any and all liability associated with the League's inclusion and use of the District Data in the Database.
- 5.2 The District specifically agrees to comply with all copyright notices included in the Database and all other materials provided by the League under this Agreement. The District further agrees to assume sole responsibility for compliance with all copyright notices by all Authorized Users.
- 5.3 The District shall not copy, transmit, or retain documents received from the League except as specifically and expressly authorized under this Agreement.

ARTICLE VI

LEAGUE'S PROPRIETARY RIGHTS IN DATABASE/NONDISCLOSURE

- 6.1 The District acknowledges that the Database is the property of the League and that the value of this Database is in part determined by the League's ability to limit access to and use of the Database to community college administrators involved in representing community college districts in collective bargaining negotiations and related matters.
- 6.2 The District agrees not to disclose or make available to any third party any of the League's proprietary property to which the District is granted access pursuant to this Agreement, except as necessary and consistent with the purposes of this Agreement, including, without limitation, contents of the Database, manuals and instructions for operation of the system, knowledge of operating methods, Passwords, and Personal User Identification.
- 6.3 To further protect the League's Proprietary Rights in the Database, the District agrees to restrict access to the Database to the District's Authorized Users. In addition, the District agrees to advise each Authorized User before he or she receives access to the Database, of the obligations of the District under this Agreement and require each Authorized User to maintain those obligations.
- 6.4 The Database and all supporting documentation shall remain the property of the League.

ARTICLE VII

PERSONAL USER IDENTIFICATION AND PASSWORD

- 7.1 The District's Authorized Users shall gain access to the Database via the Internet through the Authorized User's Personal User Identification and Password.

- 7.2 The District agrees that only the District's Administrative Contact has authority to request and obtain from the League a Personal User Identification and Password for each Authorized User.
- 7.3 The District agrees to provide written notice to the League when an Authorized User's access to the Database should be discontinued for whatever reason.
- 7.4 The District agrees to assume sole responsibility for the security of the Passwords issued to it. The District is solely responsible for notifying the League of the loss or theft of a password by the most expeditious means available.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Community College League of California

District: Monterey Peninsula College

By: *Ray Gibbs*

By: *Joseph Bissell*

Name: _____

Name: Joseph Bissell

Title: *Director, Special Svcs*

Title: VP-Administrative Services

Date: *12/15/03*

Date: December 9, 2003