**RESEARCHER’S ACCESS AGREEMENT**

between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

on behalf of its

**UC Cooperative Extension** (County) **County**

AND

[PROPERTY OWNER NAME]

THIS AGREEMENT is made and entered into by and between The Regents of the University of California on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension (County) County (Collectively, “University”) and [PROPERTY OWNER NAME] (“Property Owner”).

The parties agree as follows:

1. Right to Enter. Property Owner hereby grants permission to University to utilize Property Owner’s land located at [address of property] to [description of property use].

2. Term. This agreement shall be from the date of latest execution set forth below through [date].

3. Compensation/Payment. This is a no-cost agreement.

4. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

5. University’s Insurance. University warrants that it shall maintain policies of self-insurance containing the coverages and minimum limits described in the following subsections during the term hereof. Such coverages shall provide for 30 days’ advance written notice to Property Owner of any policy modification, change, or cancellation. The coverage described in subsection 5.1 shall name Property Owner as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of University or any person or persons under University’s direct supervision and control.

5.1 General Liability. Comprehensive general liability insurance. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

Each occurrence $1,000,000

General aggregate $2,000,000

5.2 Business Automobile Liability. Business automobile liability insurance. For owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than $1,000,000.

5.3 Workers’ Compensation. Workers’ compensation insurance as required by California law.

6. Use of Name. The parties shall not use the name or mark of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of approving party.

7. Termination. This agreement may be terminated by either party upon ten (10) days’ notice to the other.

8. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, email, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY

[Name]

[Mailing Address],

[City], [State] [Zip Code]

Phone Number: [Phone Number]

E-mail: [E-mail]

PROPERTY OWNER

[Name]

[Mailing Address],

[City], [State] [Zip Code]

[Physical Address if different]

Phone Number: [Phone Number]

E-mail: [E-mail]

9. Independent Contractor Status. The parties are independent contractors. In the performance of this agreement neither party will be an agent or employee of the other party.

10. Governing Law. This agreement shall be construed pursuant to California law.

12. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

13. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

IN WITNESS WHEREOF, the parties have executed this agreement on the latest date of execution set forth below.

PROPERTY OWNER

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(Property Owner) Date

(Agency or Organization)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Robin Sanchez, Director Date

Policies, Compliance, and Programmatic Agreements

University of California Agriculture and Natural Resources