



October 16, 2018

Richland School District
Attn: Dr. Dago Garcia, Superintendent
331 Shafter Avenue
Shafter, CA 93263

Richland School District Charitable Contribution

Dear Dr. Garcia,

We are pleased to inform you that Chevron U.S.A. Inc. ("**Chevron**") will provide to Richland School District ("**Recipient**") a contribution described in Attachment A – Contribution Terms.

This contribution award letter and its Attachment A - Contribution Terms outline the terms and conditions of accepting Chevron's contribution. Please read all the terms and conditions carefully, and confirm that you accept the contribution on the terms and conditions of this award letter and its Attachment A - Contribution Terms by signing and returning this letter to Chevron at the address below no later than October 31, 2018.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

Sincerely,

**For and behalf of
CHEVRON:
CHEVRON U.S.A. INC.**

**For and on behalf of
RECIPIENT:
Richland School District**

DocuSigned by:

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Name: Rebecca Trujillo

Name: Dago Garcia

Title: Attorney In Fact

Title: Superintendent

ATTACHMENT A – CONTRIBUTION TERMS

1. DEFINITIONS

1.1 **Definitions.** As used in this Agreement, these words or expressions have the following meanings:

“**Affiliate**” means any legal entity which controls, is controlled by or is under common control with, another legal entity. An entity is deemed to “**control**” another if it owns directly or indirectly more than fifty percent of the shares or interests entitled to vote.

“**Agreement**” means the contribution award letter and this Attachment A – Contribution Terms.

“**Beneficiary**” means any individual or entity that will benefit directly or indirectly from the Contribution.

“**Chevron**” means Chevron U.S.A. Inc.

“**Chevron Licensed Marks**” has the meaning given in Section 7.1(A).

“**Chevron Confidential Information**” has the meaning set out in Section 9.3.

“**Chevron Group**” means Chevron, Chevron’s Affiliates and the directors, officers, and employees of all of them.

“**Contribution**” means the contribution provided by Chevron to Recipient as set out in Section 2.1.

“**Effective Date**” has the meaning set out in Section 4.1.

“**Funds**” has the meaning set out in Section 2.1(A).

“**Government Official**” means any officer or employee of any government (including federal, state, local and national governments), Public International Organization, or political party, including any department, agency, company or other instrumentality of any government or Public International Organization, or any candidate for political office.

“**Images**” has the meaning set out in Section 7.3.

“**Party**” means Chevron or Recipient and “**Parties**” mean both of them.

“**Recipient**” means Richland School District.

“**Purpose**” has the meaning set out in Section 2.2.

“**Recipient Group**” means Recipient, Recipient’s shareholders, Recipient’s Affiliates, subcontractors, and directors, officers, employees and other personnel of all of them, and any person acting on behalf of any of them in connection with this Agreement.

“Recipient Licensed Marks” has the meaning given in Section 7.1(B).

2. THE CONTRIBUTION

2.1 **Contribution.** Chevron will provide to Recipient the following contribution (the “Contribution”):

(A) **Funds.** Chevron will provide to Recipient US \$15,000 (the “Funds”) subject to this Agreement.

2.2 **Purpose of the Contribution.** Recipient agrees that the purpose of the Contribution is exclusively for supporting the implementation of middle school engineering curriculum and other academic programs in the areas of science, technology, engineering, and mathematics, benefiting students of Richland Junior High School (the “Purpose”) in accordance with this Agreement and any applicable law.

3. FINANCIAL MATTERS

3.1 **Payment.** Chevron will pay to Recipient the Funds within thirty days of the execution of this Agreement.

3.2 **Payment Information.** Chevron will pay to Recipient the Funds by check to the Recipient sent to the following address:

Richland School District
331 Shafter Avenue
Shafter, CA 93263

4. EFFECTIVENESS AND TERM

4.1 **Term.** Unless terminated as provided in Section 5.4, this Agreement is effective as of November 1, 2018 (“Effective Date”) and remains in force until the completion of the Purpose or expenditure of all Funds, whichever last occurs (“Term”).

5. ADDITIONAL OBLIGATIONS

5.1 **Warranty.** Recipient represents and warrants for itself and on behalf of Recipient Group that no event has occurred prior to the Effective Date which, had it occurred after the Effective Date, would constitute a violation of Section 5.2 or Section 5.3.

5.2 **Conflict of Interest.**

No member of Recipient Group may engage in any of the following activities:

(A) Give to or receive from any director, employee or agent of Chevron or its Affiliate in connection with this Agreement, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate.

- (B) Enter into any business arrangement with any director, employee or agent of Chevron or its Affiliate (other than as a representative of Chevron or its Affiliate) without Chevron's prior written consent.

- 5.3 **Improper Influence.** No member of Recipient Group may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence any act or decision by any Government Official, government, government instrumentality, party, or public organization, or to gain any other advantage for Chevron Group, Recipient Group or any of them arising out of this Agreement. In addition, no member of Recipient Group may offer or make any payment or offer or give anything of value to any person if the member knows or has reason to believe that any portion of the payment or thing of value will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.
- 5.4 **Reporting Violations and Termination.** Recipient shall immediately notify Chevron of any violation of Section 5.2 or Section 5.3, or breach of the warranty set out in Section 5.1. Chevron has the right to terminate this Agreement at any time for any violation of Section 5.2 or Section 5.3, or breach of warranty set out in Section 5.1.
- 5.5 **Records Retention and Right to Audit.** Recipient shall maintain and retain, and ensure that other members of Recipient Group maintain and retain, true and correct records in connection with all matters related to this Agreement until at least twenty-four months from the end of the calendar year in which this Agreement is terminated. Chevron (or its representative) may inspect all records at any time within the stated retention period to determine Recipient's compliance with the terms of this Agreement. For the records pertaining to taxes, Recipient and Recipient Group shall maintain and Chevron may inspect such records for so long as the longest applicable statute of limitations remains open.
- 5.6 **Testimonials and Stories.** If any testimonials or stories related to the Contribution are provided to Chevron, the Recipient is responsible for complying with applicable law and its own policies with respect to giving notice and obtaining consent from individuals who provide testimonials or stories before providing them to Chevron. The notice to the individuals who provided testimonials or stories must include that the testimonials or stories provided will be transferred to other countries, including the United States, and may be used by Chevron or any of its Affiliates for commercial or any other purposes without any royalty or other compensation of any kind to the Recipient or the individuals who provided the testimonials or stories.

6. TAXES

- 6.1 Recipient represents that it is a political subdivision of the State of California and is a tax-exempt entity. Recipient represents that any contribution will be considered a charitable contribution, as defined by IRS Code section 170(c)(1).
- 6.2 Recipient agrees not to use the Contribution in such a way as to constitute an attempt to influence legislation under section 501(h) or a taxable expenditure described in IRC section 4945, that is any of the following:
 - (A) To carry on propaganda or otherwise attempt to influence legislation.

- (B) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
 - (C) For any grant to an individual which does not comply with the requirements of IRC section 4945(d)(3) or (4).
 - (D) For any purpose other than one specified in IRC section 170(c)(2)(B), i.e., a religious, charitable, scientific, literary or educational purpose.
- 6.3 Upon receipt of the Contribution, Recipient shall provide Chevron with written confirmation of the following:
- (A) The total amount of the Contribution.
 - (B) The total value, if any, of services or property that Chevron or any related company received or will receive from Recipient.
- 6.4 Recipient shall provide Chevron with immediate written notification of any changes in its tax-exempt status described in Section 6.1 (whether or not appealed); inability to use the Contribution for the Purpose; or any payment (inadvertent or otherwise) that is not in compliance with Section 6.2 or Section 9.1.
- 6.5 Recipient is responsible for all liabilities or claims for taxes (including income, capital, sales or use, value added, goods and services, excise, property, personnel, among other taxes) that any taxing authority claiming jurisdiction over this Agreement may assess or levy against Recipient relating to the Contribution or this Agreement. Recipient shall comply with all applicable tax requirements, file all registrations and reports, and take all actions necessary to make its tax payments.

7. INTELLECTUAL PROPERTY AND TRADEMARKS

7.1 Trademarks.

(A) Chevron Trademarks.

Chevron grants to the Recipient a limited non-exclusive license to use the Chevron trademarks and the corresponding logos as instructed in writing by Chevron (the “**Chevron Licensed Marks**”) during the Term in connection with the Contribution, subject to the following conditions:

- (1) Recipient recognizes the exclusive rights of Chevron and Affiliates of Chevron in the Chevron Licensed Marks and may not contest, directly or indirectly, or in any way impair such exclusive ownership of the Chevron Licensed Marks or aid or encourage others to do so, both during the Term and afterwards.
- (2) Recipient further recognizes that all use of the Chevron Licensed Marks by Recipient must at all times inure to the benefit of Chevron and/or its Affiliates, and that Recipient acquires no right, title or interest in or to the

Chevron Licensed Marks except as expressly and temporarily provided in this Section 7.1(A).

- (3) Recipient shall obtain Chevron's prior written approval before using the Chevron Licensed Marks. Recipient's uses of the Chevron Licensed Marks must conform to Chevron's style and usage guides. Chevron may reasonably withhold approval or require cessation as to any uses by Recipient that do not conform to such guidelines; Chevron will provide a copy of such guidelines to Recipient and will provide additional information to Recipient regarding the implementation of said guidelines.
 - (4) Recipient may not use of the Chevron Licensed Marks except as specifically approved in writing by Chevron. Recipient shall immediately withdraw any uses that Chevron deems improper. In the event Recipient seeks the consent or approval of Chevron for promotional materials, Chevron shall use reasonable efforts to respond promptly. Recipient may not sublicense or otherwise transfer the use of the Chevron Licensed Marks to any person or entity.
 - (5) Upon termination of this Agreement, Recipient shall promptly deliver to Chevron or destroy all material bearing the Chevron Licensed Marks. Notwithstanding the foregoing, Recipient is not required to deliver or destroy any materials bearing Chevron Licensed Marks in any of the following events:
 - (a) Chevron is listed as a sponsor along with other sponsors provided that the materials are not displayed, shown or in any other way used in a public venue or distributed to anyone other than an employee or volunteer of Recipient.
 - (b) Chevron agrees in writing to allow Recipient to retain such materials for use in subsequent years.
- (B) **Recipient Trademarks.** Recipient grants to Chevron and its Affiliates a limited non-exclusive license to use the Recipient trademarks and the corresponding logos as instructed in writing by Recipient (the "**Recipient Licensed Marks**") during the Term in connection with the Contribution, subject to the following conditions:
- (1) Chevron recognizes the exclusive rights of Recipient and/or the subsidiaries and Affiliates of Recipient in the Recipient Licensed Marks and may not contest, directly or indirectly, or in any way impair such exclusive ownership of the Recipient Licensed Marks.
 - (2) Chevron further recognizes that all use of the Recipient Licensed Marks by Chevron will at all times inure to the benefit of Recipient and/or its Recipient Affiliates, and that Chevron and its Affiliates acquire no right, title or interest in or to the Recipient Licensed Marks except as expressly and temporarily provided in Section 7.1(B) and Section 7.3.

- (3) Chevron shall immediately withdraw any uses that Recipient demonstrates to Chevron to be improper. In the event Chevron seeks the consent or approval of Recipient for promotional materials, Recipient shall use reasonable efforts to respond promptly. Other than to a Chevron Affiliate, Chevron may not sublicense or otherwise transfer the use of the Recipient Licensed Marks to any person or entity.
- (4) Except as provided in Section 7.3, upon termination of this Agreement, Chevron shall cease use of the Recipient Licensed Marks.

7.2 **Intellectual Property.** Recipient hereby irrevocably consents without royalty or other compensation of any kind, to the use, for any lawful purpose, including but not limited to advertising and trade purposes, by Chevron and its Affiliates of any promotional content related to the Contribution, including names, voices, portraits, likenesses, pictures, images, video, film and photographs (hereinafter “**Images**”) taken by or on behalf of Chevron or Recipient and reproductions of the same in any form, in any medium now existing or later invented, hereby releasing Chevron from all liability arising from use of Images. Recipient further agrees that all such Images taken by or on behalf of Chevron shall remain the property of Chevron. All copyrights, rights of publicity and other intellectual property rights in Images taken by or on behalf of Chevron shall belong to Chevron, and if requested, Recipient will execute any additional agreements needed to evidence these rights. To the extent that Images are taken by or on behalf of Recipient, Chevron and its Affiliates shall have an irrevocable, royalty-free, perpetual worldwide right, and license to use the Images, and as required, Recipient will execute any additional agreements needed to evidence these rights.

7.3 **Chevron’s Right.** After the Term, Chevron and its Affiliates are permitted and retain a right to refer to Recipient as the beneficiary and recipient of the Contribution and use Recipient Licensed Marks and corresponding logos to identify Recipient as beneficiary of the Contribution.

7.4 This Section 7 survives termination of this Agreement.

8. CLAIMS, LIABILITIES AND INDEMNITIES

8.1 **General.** Recipient agrees to indemnify, defend, and hold harmless Chevron Group, its successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or related to Recipient’s performance of and obligations and representations under this Agreement.

9. GENERAL PROVISIONS

9.1 **Other Regulations.** The Parties acknowledge that one or both of the Parties is organized in the United States and subject to the laws of the United States, including economic sanctions and trade restrictions imposed by the United States government. Recipient represents and warrants to Chevron that no member of Recipient Group is a person or entity who is the subject of, or is owned or controlled by any country, institution, organization, entity, or person that is (A) the target of, economic sanctions and trade restrictions imposed by the United States government; or (B) listed or included as a restricted or sanctioned

party under the Executive Order 13224 and the Uniting and Strengthening America by providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, also known as the USA Patriot Act), the United Nations Security Council Committee's "1267 List"; and the European Union List published by the Council of the European Union.

9.2 **Governing Law and Resolution of Disputes.**

(A) **Governing Law.** This Agreement is governed by and interpreted under the laws of California, without regard to its choice of law rules.

(B) **Resolution of Disputes.** If any dispute arises out of this Agreement and if the dispute cannot be resolved by direct negotiations, either Party may initiate mediation by giving notice to the other and identifying, in writing and in detail, the issues in dispute, the value of the claim, and all key documents in support of the claim. If the Parties fail to resolve the dispute within sixty days from notice of mediation, either Party may initiate binding arbitration in accordance with this Section 9.2(B). The place of arbitration will be San Ramon, California. One arbitrator will conduct the arbitral proceedings in English, in accordance with United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules. The American Arbitration Association is the appointing authority (in the case of disputes involving all U.S. parties). The International Centre for Dispute Resolution is the appointing authority (in the case of disputes involving a non-U.S. party). The maximum number of witnesses each Party may call to give evidence is three witnesses of fact and one expert witness. The arbitration award is final and binding. The arbitrator(s) is not empowered to award punitive damages or other damages waived in this Agreement. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and each Party shall bear its own attorneys' fees and costs in connection with such arbitration. The Parties waive any right to appeal under any applicable law. Any disputes relating to or in connection with the enforceability of this arbitration provision must be brought only in the United States District Court Northern District of California or the Superior Court for the county of Contra Costa, California. The Parties consent to the jurisdiction of these courts and waive any defenses they have regarding jurisdiction.

9.3 **Confidentiality.** Recipient shall treat all information arising out of or provided to Recipient under this Agreement ("**Chevron Confidential Information**") as valuable, proprietary and confidential and shall not disclose, and shall ensure that all members of Recipient Group do not disclose, any such Chevron Confidential Information to any other person without the prior written consent of Chevron.

9.4 **Assignment.** Neither Party may assign or sub-license its rights or obligations under this Agreement without the prior written consent of the other Party except that Chevron may assign this Agreement to its Affiliates.

9.5 **Third Party Rights.** No person who is not a party to this Agreement has any rights under this Agreement or may enforce any provision in this Agreement, except where a member of Chevron Group that is not a Party to this Agreement (A) has any rights under this Agreement, including but not limited to any rights under Section 7, and (B) is entitled to

insurance, defense, release, limitation of liability, or indemnity protection under this Agreement. The Parties may amend, assign, or terminate this Agreement in accordance with the terms of this Agreement, without consent of any member of Company Group that is not a Party to this Agreement.

- 9.6 **Public Announcements.** Recipient may not issue any public announcement or statement concerning this Agreement without obtaining Chevron's prior written consent. Chevron and/or Chevron Affiliates may disclose without any consent from Recipient that Chevron has provided the Contribution to the Recipient.
- 9.7 **Notices.** All notices required or permitted under this Agreement must be in writing and delivered by electronic mail, mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the contribution award letter. Notices are effective when received by the recipient during the recipient's regular business hours. Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.
- 9.8 **Survival.** All provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to tax, audit, confidentiality, conflict of interest, improper influence, intellectual property and trademarks, insurance, limitations of liability, ownership or use or return of Chevron Confidential Information, retention and inspection of records, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.
- 9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument; provided that no Party will be bound to this Agreement unless and until all Parties have executed a counterpart. The exchange of signature pages by facsimile or email to all Parties constitutes execution and delivery of this Agreement.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.

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Certificate Of Completion

Envelope Id: 9C10AA30ABD741CDB83321B51CFF4A84
 Subject: DocuSign Signature request Contract Reference: CW1351191
 Source Envelope:
 Document Pages: 9 Signatures: 1
 Certificate Pages: 4 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Alvidrez, Adam
 x
 x, CA 94116
 Adam.Alvidrez@chevron.com
 IP Address: 146.23.18.249

Record Tracking

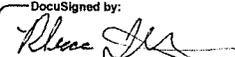
Status: Original
 10/15/2018 5:49:08 PM
 Holder: Alvidrez, Adam
 Adam.Alvidrez@chevron.com

Location: DocuSign

Signer Events

Rebecca Y. Trujillo
 Rebecca.Trujillo@chevron.com
 Chevron SSO Default
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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Timestamp

Sent: 10/15/2018 5:50:14 PM
 Viewed: 10/15/2018 5:51:09 PM
 Signed: 10/15/2018 5:55:56 PM

Signature Adoption: Drawn on Device
 Using IP Address: 146.23.18.251

Electronic Record and Signature Disclosure:

Accepted: 10/15/2018 5:51:09 PM
 ID: 63f89689-f808-41c2-864b-326664ff2c04

Dr. Dago Garcia
 drgarcia@rsdshafter.org

Security Level: Email, Account Authentication
 (None)

Sent: 10/15/2018 5:55:57 PM
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Electronic Record and Signature Disclosure:

Accepted: 10/16/2018 10:06:48 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Alvidrez, Adam

Adam.Alvidrez@chevron.com

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events**Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/15/2018 5:55:57 PM

Payment Events**Status****Timestamps**

By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

Electronic Record and Signature Disclosure

ELECTRONIC SIGNATURE AND RECORDS CONSENT

1. Definitions

1.1 “Company” refers to Chevron, purchaser or similar reference who is the party that is submitting the Document to Supplier for signature.

1.2 “Supplier” refers to supplier, contractor or similar reference who is the party that may elect to electronically sign the Document.

1.3 “DocuSign” is the third-party certification authority retained by Company to facilitate the signing of Documents using electronic signatures.

1.4 “Consent” refers to this Electronic Signature and Records Consent

1.5 “Document” refers to the electronic document, agreement or contract that is subject to execution.

1.6 “Materials” refers to the Document and any other records, notices or communications provided to the Supplier electronically.

2. Agreeing to Sign Electronically

Supplier may elect to sign the Document electronically. Supplier may make this election by accepting this Consent and by clicking “Adopt and Sign” upon receipt of the Document. Supplier’s consent and acceptance is an expression of Supplier’s agreement to contract electronically using electronic records and signatures and to be legally bound just the same as Supplier’s pen-and-paper signature or initial.

3. Declining to Sign Electronically

Supplier may elect to decline to sign this Document electronically. Supplier may make this election by clicking “Decline to Sign” and in the body of the message, Supplier must provide its full name, its company name, address and telephone number.

4. Supplier’s Change of Email Address

If the person receiving this Consent is not the appropriate person to sign this Document for Supplier, please send an email message to Company’s Contract Advisor identified in the email request. In the body of message please state the email address of the appropriate person to electronically sign the Document for Supplier.

5. Access to Electronic Copies

An electronic copy of the signed Document along with a DocuSign certificate will be emailed to all signers following completion of signature by all parties. Additionally, Supplier may download and print Materials sent through the DocuSign system during and immediately after signing and, if Supplier elects to create a DocuSign signer account, Supplier may access these

Materials for seven days after all parties have signed.

6. Receiving Paper Copies

Supplier may request from Company a paper copy of Materials made available electronically at any time. Supplier may request delivery of such paper copies by contacting the Contract Advisor identified in the email request and in the body of the message, Supplier must provide its full name, its company name, address and telephone number.

7. Required Hardware and Software Requirements

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

8. Supplier's Consent

By clicking the "I Agree" button, Supplier acknowledges that it is the appropriate person to sign this Consent on behalf of the Supplier, and that Supplier agrees to these terms.