

Lyse Arvizu

OXNARD



COLLEGE

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March 31, 1998

Jeanne Galindo, Marketing Manager
Cisco Networking Academies
Program for Southern California
#4 Venture
Irvine, CA 92618

Dear Jeanne:

Enclosed is the Oxnard College "Letter of Commitment" and Regional Academy Implementation Plan requirements to set in motion a "Regional Cisco Networking Academy" at Oxnard College. As indicated in prior communications, Ed Lynch and Quint Morris will become the Oxnard College lead faculty in the May Cisco "Train the Trainer" sessions in Phoenix, Arizona.

Ed Lynch is already working with a network of regional colleges and some high schools. At a recent regional meeting he shared the great news of our working relations with you and the implementation plans for an Oxnard College "Cisco Networking Academy." Needless to say, we are very excited with the many technology career opportunities which this program will provide for our students.

Thank you for helping us obtain this very important partnership with Cisco Systems, Inc. Please stop by to see us whenever you are traveling close by.

Sincerely,

Steven F. Arvizu, Ph.D.
Oxnard College President

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Oxnard College's Cisco Networking Academy Implementation Plan

The following is Oxnard College's schedule for establishing a Regional Cisco Networking Academy on campus:

1. On May 11th 1998 Oxnard College instructors Ed Lynch and Quint Morris will attend Cisco's "Regional Trainer" Training Academy in Arizona.
2. Upon completion of training, these instructors will set up a Regional Training Academy in room OE4 at Oxnard College. This classroom currently contains 8 Macintoshes and 6 PCs. The networking equipment donated by Cisco will be used only in this classroom.
3. Prior to training Local Academy instructors, Oxnard College will write a "training plan" and submit it to Cisco Systems, Inc. for approval.
4. In collaboration with the Cisco Account Team, Oxnard College will immediately start recruiting Local Academies. We agree to sign up at least 10 public schools to serve as Local Academies within one year.
5. Oxnard College will offer at least 4 courses for credit, and will use the "Cisco Computer Networking Academy Curriculum" with no changes.
6. Oxnard College will maintain accurate records relating to work completed and will maintain dedicated Internet connections with Cisco.
7. Oxnard College plans to offer its first semester of the Cisco Computer Networking Curriculum no later than August 1998.

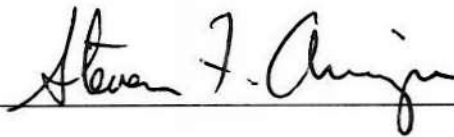
Submitted by: Ed Lynch

Engr Tech Instructor



Approved by: Dr. Arvizu

President



CISCO NETWORKING ACADEMIES PROGRAM

LETTER OF COMMITMENT

This Letter of Commitment is entered into as of March 31, 1998 by and between Cisco Systems, Inc. ("Cisco") and the Regional Academy named below ("Regional Academy") and, subject to Section 12 below, sets forth the principle terms and conditions relating to implementation of the Cisco Networking Academies Program (the "Program").

Regional Academy name: Oxnard College Regional Cisco Networking Academy

Mailing Address: 4000 South Rose Avenue, Oxnard, CA 93033

1. As part of the implementation of the Program, Cisco agrees to:

- a. Donate one (1) set of networking equipment ("Donated Equipment") which will include five (5) Cisco Routers, two (2) Cisco Catalyst Switches, one (1) Cisco Micro webserver and the necessary power cords and cables; provided that the Donated Equipment is used only by Regional Academy or by one of the Regional Academy's local academies ("Local Academies").
- b. Provide Regional Academy with access to the Cisco Networking Academies Curriculum (the "Curriculum") including periodic electronic updates of related instructional material. Regional Academy acknowledges and agrees that in order to meet the goals of the Program, Cisco may at any time change or modify the Curriculum and associated materials in its sole discretion;
- c. Evaluate, monitor, update and audit the Program on a continuous and reasonable basis in Cisco's sole discretion in order to improve the instruction delivery process and assure Regional Academy of current content and practical "hands-on" instructional experiences for students;
- d. Train up to two (2) individuals in each Regional Academy to act as "Regional Trainers." Such Regional Trainers shall be selected by Regional Academy and subject to Cisco's written approval. Regional Trainers will be responsible for training instructors from or associated with the Local Academies using the Curriculum.

2. Regional Academy agrees to:

- a. Have a written network implementation plan which includes, but is not limited to, identification of the physical and fiscal resources necessary to support the Program. Regional Academy shall be responsible for obtaining all necessary approvals for such plan;
- b. Designate up to two (2) individuals to be trained by Cisco as Regional Trainers. As between Regional Academy and Cisco, Regional Academy shall be responsible for all compensation and benefits (if any) to be provided to Regional Trainers. Cisco will not be responsible for compensation or benefits of any kind for Regional Trainers;
- c. All Donated Equipment set forth in Section 1.a above will be used by Regional Academy for training and support of each Local Academy participating in the Program

or by a Local Academy for the Program;

- d. Serve as a training center in the region and in collaboration with the Cisco Account Team select and sign up at least ten (10) Local Academies which shall be operational within one (1) year of signing this Letter of Commitment. Any additional Local Academies will require written approval from Cisco;
 - e. Verify Local Academies' capabilities to provide, maintain and pay for all of the following services and equipment set forth in Appendix A for participation in the Program;
 - f. Prior to training the Local Academy instructors, the Regional Academy shall submit a training plan for approval by Cisco;
 - g. Require that Local Academies participating in the Program offer at least four (4) semesters (or the equivalent thereof) of course for credit to students. Such course shall be entitled "Cisco Networking Academies" or other similar course title approved by Cisco;
 - h. As part of the project based learning under the Program, utilize, and require the Local Academies to utilize, students to design, build and maintain the school network;
 - i. Prior to offering any "Cisco Networking Academies" course at a Local Academy, Regional Academy or a Cisco Area Academy Training Center shall have trained the local instructors. Each Local Academy instructor shall be trained sequentially and the training for a particular semester's course must be completed by the instructor before the course can be taught at the Local Academy during that semester;
 - j. Keep and maintain accurate records relating to lesson plans and lab work completed by students and provide Cisco with weekly reports based upon such records; Academies must be willing to share lesson plans and other support materials with each other;
 - k. Obtain and maintain active electronic mail and dedicated Internet connection
 - l. Require that Local Academies obtain and maintain active electronic mail and dedicated Internet connections.
3. Regional Academy represents that:
- a. Regional Academy and all Local Academies within participating in the Program are non-profit, State accredited, educational institutions;
 - b. Regional Academy has the authority to enter into this Letter of Commitment and to perform its obligations hereunder; and
 - c. Regional Academy will comply (and will ensure that all Local Academies within the region participating in the Program comply) with all local, state and federal laws in connection with all activities relating to the Program or this Letter of Commitment.
4. Cisco will grant Regional Academy and Local Academies participating in the Program a non-exclusive, non-transferable, non-sublicensable limited license to use Cisco software only in connection

with Cisco Lab Equipment during the Regional Academy's participation in the Program. No right to modify, create derivative works of, reverse engineer or disassemble software and no right to copy software will be granted by Cisco except as expressly permitted by the Cisco Networking Academies Program Agreement. All rights to use the software shall be governed by Cisco's Software License Agreement, a copy of which is attached hereto.

5. **Ownership.** Cisco shall retain all rights, title and interest in and to all equipment loaned by Cisco to the Regional Academy, software, the Curriculum and all other materials made available to or provided by Cisco to Regional Academy and/or Local Academies participating in the Program. The Regional Academy and each Local Academy shall retain all rights, title and interest in and to all equipment, software or other materials currently owned or purchased by them. All equipment donated to the Regional Academy or a Local Academy by Cisco, if any, shall become the property of the Regional Academy or that Local Academy.

6. **Nondisclosure.** Regional Academy acknowledges and agrees that the Curriculum is provided by Cisco to the Academies on a confidential basis and Regional Academy will not, or allow anyone else to, disclose the Curriculum to any third party, including, without limitation, any competitors of Cisco, or make any unauthorized copies of the Curriculum without Cisco's prior written consent.

7. **WARRANTY DISCLAIMER - THE CISCO NETWORKING ACADEMIES CURRICULUM, EQUIPMENT, SOFTWARE AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO REGIONAL ACADEMY "AS IS." CISCO MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE CISCO NETWORKING ACADEMIES CURRICULUM, EQUIPMENT, SOFTWARE OR ANY OTHER MATERIALS OR SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

8. **LIMITATION OF LIABILITY - NOTWITHSTANDING ANYTHING ELSE IN THIS LETTER OF COMMITMENT OR OTHERWISE, CISCO WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS LETTER OF COMMITMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS OF \$25,000.00, (II) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR (III) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.**

9. This Letter of Commitment is effective until terminated. Either party may terminate this Letter of Commitment prior to the parties' execution of a Cisco Networking Academies Program Agreement upon thirty (30) days prior written notice to the other party. Upon any such termination, the Regional Academy and all Local Academies shall return to Cisco all equipment, software, Cisco Networking Academy Curriculum and all other materials (and all copies thereof) provided to or made accessible to Regional Academy or the Local Academies hereunder.

10. This Letter of Commitment shall be governed by the laws of the State of California

11. Regional Academy shall not have the right to assign or transfer this Letter of Commitment or any rights or obligations hereunder without the prior written consent of Cisco.

12. This Letter of Commitment constitutes the entire agreement for implementation the Program. Cisco and Regional Academy intend to negotiate, conclude, execute and deliver a Cisco Networking

Academies Program Agreement as soon as reasonably practicable but in no event later than _____, 1998 or such other date as the parties may mutually agree upon. In this regard, Cisco and Regional Academy hereby acknowledge and agree that the principal terms of the Cisco Networking Academies Program Agreement, as set forth above, shall be binding on both parties, and that this Letter of Commitment evidences the binding intent of Cisco and Regional Academy to proceed in good faith to reduce the provisions of this Letter of Commitment into the definitive Cisco Networking Academies Program Agreement. The parties further acknowledge and agree that the Cisco Networking Academies Program Agreement shall also include additional mutually agreed upon terms and conditions customary to transactions of this nature, including without limitation, provisions regarding performance goals, maintenance and support, confidentiality, acceptance, warranties and warranty disclaimers, limitations on liability, indemnification, audit rights, publicity, termination, export control and force majeure. This Letter of Commitment shall be fully enforceable on both parties until the Cisco Networking Academies Program Agreement is executed by both parties.

Oxnard College Regional Cisco Networking Academy
Legal name of Regional Academy

Steven F. Arvizu
Signature of Regional Academy Authorized Representative

Date: 3/31/98

Steven F. Arvizu
Printed Name of Regional Academy Authorized Representative

President
Title of Regional Academy Authorized Representative

CISCO SYSTEMS, INC.

Signature of Cisco Authorized Representative

Date: _____

Printed Name of Cisco Authorized Representative

Title of Cisco Authorized Representative

Approved: _____
Kevin Warner
Manager
Educational Marketing Development
Cisco Systems, Inc.

Date: _____

APPENDIX A

REQUIRED LAB EQUIPMENT AND SERVICES

Equipment Type	P/N	Quantity
Cisco 1601 Router (Ethernet/Serial)	CISCO1601	4
Cisco 1600 series IOS IP/IPX/Appletalk		4
WAN Interface Card(WIC) for 1601(Serial port)	WIC-1T	2
Cisco 2514 Router (Dual Ethernet/Dual Serial)	CISCO2514	1
8 MB of DRAM	MEM-1X8D	1
Cisco 2500 series IOS IPAPX/AT/DEWC	SF25BW-11.2.9	1
Catalyst 1900 Standard Edition	WS-C1924-A	1
Catalyst 1900 Enterprise Edition	WS-C1912-EN	1
Cisco Web Server	MWEB-100	1
Cisco 1501 Hub, 8-port, LAN Hubs	Cisco1501-BU	5
DTE Cable - M (10Ft.)	CAB-V35MT	3
DCE Cable - F (10Ft.)	CAB-V35FC	3
SMARTnet (9 months) (4) 1601, (1) 2514, (2) 1900, (1) MWEB, (5) 1501, (ongoing support services pursuant to Cisco SMARTnet Agreement at Cisco's then-current price less any applicable discount. *)		13
An instructional space large enough for both a training area and a network practice area (approximately 900 square feet or larger, sites must meet all local electrical codes and HVAC environmental requirements for computer network labs)*		
A minimum dedicated 56kbps Internet connection or equivalent*		
Paid release time for trainers and instructors to plan*		
Transportation, hotel, meals and incidental costs (and as appropriate, paid instructor substitutes for the Regional Trainer) to attend the initial Cisco Networking Academies training and at least two (2) follow-up training sessions per year during the term of the Cisco Networking Academies Program Agreement*		
All necessary consumable supplies, including, but not limited to, RJ-45 connectors, Category 5 Twisted Pair Ethernet wire at 150 feet per student*		***
Category 5 crimping tools and wire cutters (6 sets per class of 30 students).		***
Cable tester (this could range from a simple continuity tester to a tester		1

that can check total throughput)		
Computers for mini labs (used for Curriculum delivery)		***
A maximum ratio of three (3) students to every one (1) computer (a minimum of ten (10) computers for a class of thirty (30) students)**		
Computers for "hands-on" networking**		10

* Indicates recurring costs;

** Note: these are minimum acceptable configurations. Computers may be either PCs or Apple Macintoshes, but they must be capable of running at least Netscape 3.0 with QuickTime, Java Script enabled, have Shockwave plug-in and have a 600 x 800 monitor.

*** number/amount dependent on class size/number of students.