The ASUCSD Council approved the AS / Lauren Photo Studios Contract. Document attached.
TO: The Regents of the University of California, on behalf of the University of California, San Diego, Associated Students (referred to as the “UCSD”)

9500 Gilman Drive, Mail Code 0076, La Jolla, CA 92093-0076

Submitted to: Lauren Weiner

Submitted by: Paul Bilgore - President, Lauren Studios of California, Inc.

This proposal shall form the basis of the Agreement, including the pricing schedule at Attachment A, with the Agreement being construed by the parties as a “work for hire”. Lauren Studios of California, Inc. (referred to herein as the “Studio”) will provide all the photography and services described in the Agreement required by UCSD for the production of the UCSD’s Senior Directory and Yearbook for the above Classes of 2007, 2008 and 2009.

Description of Services.
1. UCSD represents that the enrollment for the undergraduate Class of 2006 is approximately 7500. The number of seniors and graduates of UCSD (the “Student(s)”) photographed for the 2005 yearbook was approximately 393. At the time of this Agreement, photo sessions are still taking place for the Class of 2006.

2. The following shall apply with respect to Student portrait sittings:

   A. Students will be photographed in natural color.

   B. Studio will take a minimum of 5-7 poses of each senior as a basic photo session.

   C. The charge for a basic photography session will be $20.00, and this will INCLUDE their copy of the Senior Directory and Yearbook mailed to their address on file with the Studio, as given to us by the UCSD registrar or updated by the Student at a later date.

   D. Students may upgrade their photo sessions to optional photo sessions at an additional charge to be determined by the Studio. This is strictly an option.
E. Students will be able to view their images on-site and will have an opportunity to select the pose of their choice at the time of photography.

F. Students will have the option of ordering portraits at the time of photography for a discount as detailed in the pricing schedule at Attachment A, which is hereby incorporated into the Agreement. If the Student decides not to order at photography, their images will be kept on file and available for ordering at a later date, for a maximum period of one (1) year after the graduation year of that Student.

4. The following shall apply to the Senior Directory and Yearbook (Memory Book).

A. The Studio will assume the entire financial liability to produce the Senior Directory and Yearbook (Memory Book). UCSD has no financial obligations or liability relating to it whatsoever.

B. The Studio will handle all the layout, design and production relating to the Senior Directory and Yearbook (Memory Book).

C. The Studio will handle sales and marketing of the Senior Directory and Yearbook as outlined under the advertising section below.

D. Two days of professional candid coverage will be supplied by the Studio at no charge if requested by UCSD. These prints may be included in the Senior Directory and Yearbook. The Studio requires thirty days advance notice as to the days/event’s they would like covered.

E. Different colleges within UCSD may supply the Studio candid images to be included in their specific college section. The Studio will do its best to include a few of these images at no charge, however, this will depend on the layout, and any excess space that may be available. The different colleges will then have the option of

1. If 40% of the Student enrollment of any college has their portrait taken for the Senior Directory and Yearbook, they will receive four pages of color candid images in the Senior Directory and Yearbook at no charge.

2. Any specific UCSD college may pay $175 for two pages of color candid photos or $300 for four pages of color candid photos. The photos must be supplied by UCSD and given to the Studio in a timely basis.

4. The following shall apply to personal portrait orders:

A. Portraits for Student’s personal use will be made available at special student discount rates as detailed in the pricing schedule given at Attachment A.

B. The Studio will provide each Student photographed with suitable color proofs and a complete price list that includes portrait packages available to them. Images will also be
available for viewing online through a unique private password that is given only to each Student photographed.

C. The Studio will provide adequate instructions for the returning of proofs, making the yearbook selection (if not already done), and the ordering of portraits for personal use. The Studio also allows and provides for Student orders to be taken over the Internet. Ordering over the Internet does not relieve the Student(s) of their obligation to return their proofs to the Studio.

D. All portrait orders are fully guaranteed. A refund will be made to the Student if satisfaction cannot be achieved.

**Advertising**

5. UCSD and the Studio agree that a successful Senior Directory and Yearbook (Memory Book) is due in no small measure to the number of Students that choose to be photographed. The Studio and UCSD further agree that advertising will play a significant role in how successful the parties are at getting the Students to be photographed.

6. The Studio has developed an extensive promotional and advertising program to boost the number of Students photographed and thereby increase the sale of yearbooks (the “Purpose”). Studio agrees to complete:

   A. A direct mailing to the Student’s local and permanent mailing address prior to each photo session of two weeks in length.

   B. Print assemble and pay for all associated costs of this mailing.

   C. Provide a secure online site for Students to sign up for their portraits, visit and view their images and order portraits.

7. UCSD agrees to:

   Provide the Studio, a data file of the Class of 2006 complete with name, home address, college of, and major. If possible, local address is also desirable. This information is necessary to properly promote senior portrait sessions and to accurately reflect the information on each Student in the Senior Directory and Yearbook.

   Supply a room location at UCSD for photography to take place in. (Green Room and the Price Center have been used previously).

   For each photo session of two weeks, send three emails to all UCSD Students informing them of the relevant information regarding Student portraits. One email should go out seven to ten days prior to the photo session. One email on the first day of the photo session, and the final email at the end of the first week of the photo session. Effectively execute Studio’s promotional materials and/or yearbook developed materials by distributing them throughout UCSD’s campus.

**Additional Items**
8. The data file containing Student information is be considered by Studio to be of a confidential nature (the “Confidential Information”). The Confidential Information must be only used for the express Purpose contained in this Agreement. The Studio shall keep the Confidential Information confidential and shall not disclose such Confidential Information to any third party without the prior written agreement of UCSD. The Studio shall exercise at least the same degree of care with it as it exercises with its own confidential information which it does not wish to disclose, but in no event no less than reasonable care. The Studio also agrees to return Confidential Information and all copies in any form to UCSD within five days from the date of such request and delete the Confidential Information and any notes relating to it made by the Studio from any computer or electronic retrieval system where such Confidential Information and notes are stored and certify to such deletion.

9. If any provisions of this Agreement shall be declared invalid or unenforceable by any court or in any administrative proceeding, the remainder of the Agreement shall continue to remain in full force and effect.

10. Studio agrees to return to UCSD $10.00 for each Student photographed up to 300. For Students photographed between 301 – 500, the Studio agrees to return $12.00, and for each Student photographed over 500, the Studio will return $14.50.

11. Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys’ fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

12. Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers’ compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party. EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

13. UCSD shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part the Agreement between itself and the Studio or to suspend any further performances under the Agreement in any of the following events;
A. the non-payment of any debt due by the Studio to UCSD on the due date thereof.
B. the failure of the Studio to adhere to the confidentiality provisions of this Agreement.
C. if due to an episode of poor performance, the Studio does not reasonably respond in a timeous manner and rectify the problem. UCSD agrees to use reasonable performance grounds in making such a determination.
D. the Studio becoming apparently insolvent or compounding with its creditors or the appointment of a Liquidator, Receiver or Administrator over all or any of its assets or carrying out or undergoing any analogous act or proceeding under foreign law.
E. the Studio threatening to cease trading on the sale of the whole or any part of the business or assets or in the event of change of beneficial ownership.

14. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

The undersigned hereby agree to be bound by the forgoing Agreement for yearbook photography. It will remain in effect for the graduating Classes of 2007, 2008 and 2009.

It is understood and agreed that upon the execution of this Agreement by both parties, it shall constitute a binding Agreement between them, including the pricing schedule at Attachment A.

Lauren Studios, Inc.                                      The Regents of the University of California, on behalf of the University of California San Diego

By: _________________________  By: _________________________

Paul Bilgore                                                 Stuart McKissock
Title: President                                             Business Contracts Officer

By: _________________________

Sydney Goldberg                                               AS Commissioner of Enterprise Operation

By: _________________________

Harry Khanna                                               AS President

Date: __________________        Date: ________________

ATTACHMENT A – Studio’s published price list for 2006, with UCSD Student discounted rates.