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Anna Berge 17 Jan 95

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Approved.
M.A. Stewart
J.Miller

Mr. Corley:

Paragraphs 3 (a) and 3 (b) are assumed to be satisfactory since they are a ver batim duplication of those in the 1952/53 agreement covering insurance and liability.

HHH

August 24, 1953

(Handwritten on original)
MR.MILLER: RETURNED-not approved as to form. Actually the form is generally satisfactory,but see par.3(b) which casts a possible heavy burden on us--broader than in earlier agreements,Could we secure a policy in this instance which would run over our present limits?
J.U.C.,Jr.

President Robert G. Sproul
University of California
Berkeley

Dear President Sproul:

Enclosed are nine copies of a proposed agreement between the City and County of San Francisco and The Regents of the University of California covering rental of certain rooms and facilities located in K Building at Laguna Honda Home occupied by the Laboratory of Experimental Oncology.

The enclosed agreement is a modification of that in force for fiscal 1952/53. During recent years, including 1952/53, the Laboratory of Experimental Oncology has conducted research at Laguna Honda Home which involved care of hospitalized patients. Funds in support of the ward care of these patients was provided under a United States Public Health Service contract. The U. S. Public Health Service decided last year not to continue support of the hospitalization portion of the project and did not renew the contract with the University for 1953/54. Consequently ward care of the patients was discontinued prior to June 30, 1953. Until completion of the San Francisco campus building program, however, it is necessary to continue the laboratory activities of the Laboratory of Experimental Oncology at Laguna Honda Home.

The enclosed contract therefore represents a rental agreement under which the University would pay from Cancer Research funds the sum of $10.00 for fiscal 1953/54 covering the continued use of six rooms and the Basement areas, but excluding the ward areas previously devoted to care of hospitalized patients. The $10.00 rental fee apparently represents a token figure to insure legality of the document. This rental figure appears for the first time in the contract since the provision in previous agreements for payment by the University to the City and County for food, laundry, etc., is deleted and thus all compensation to the City and County was eliminated.

Nine copies are enclosed for approval by The Regents, eight copies to be returned to Mr. Louis A. Moran, Superintendent, Laguna Honda Home, one to be retained for your files. The agreement has been reviewed and processed in all offices concerned on this campus and is recommended for approval.

Very truly yours,

H. H. Hixson
Business Manager

I concur: /s/ David A. Wood
David A. Wood, M.D. Director
Cancer Research Institute

I concur: /s/ W.B. Hall
W. B.Hall, Administrator
University of California Hospit.

I concur: /s/ Francis Scott Smyth
Francis Scott Smyth, M.D.
Dean, School of Medicine

I concur: /s/ R.J. Stull
R. J. Stull, Director
Hospitals and Infirmaries

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COPY

THIS AGREEMENT made and entered into as of the 1st day of July, 1953 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereinafter referred to as the "City and County", and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, hereinafter referred to as the "University".

W I T N E S S E T H :

That for and in consideration of the promises and covenants of the parties hereto, each to the other, hereinafter set forth the above named parties do agree as follows:

1. The City and County covenants and agrees to permit the use and occupancy of not more than six rooms and the basement facilities of "K" building presently occupied by the "Laboratory of Experimental Oncology" in that certain hospital known as the Laguna Honda Home, located in the City and County of San Francisco, by the University and such of its physicians and attendants as it may select for experimental laboratory work, and experimentation in the interest of research relating to the subject of Oncology.

2. The University agrees to reimburse the City and County in the sum of $10. per annum, payable on July 1, 1953.

3. (a) The University shall procure and shall keep in force at all times while this contract is in effect, public liability insurance, the terms and conditions of which, and the company or companies writing which, shall be satisfactory to the Chief Administrative Officer of the City and County of San Francisco, insuring the University of bodily injury liability, with limits of not less than One Hundred Thousand ($100,000.) Dollars each person and Two Hundred Thousand ($200,000.) Dollars each accident, and for property damage liability with limits of Ten Thousand ($10,000.) Dollars, covering the ownership, maintenance or use of any premises or building or other property, or any activity, act or omission, whatsoever, for the purpose of, or in connection with, or in any way arising out of the subject matter of this contract, whether directly or indirectly.

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2.

The University shall procure and keep in force at all times while this contract is in effect, like insurance insuring the City and County of San Francisco its officers, commissioners, agents and employees in their capacities as such.

Such insurance shall be procured immediately, and the coverage granted thereby shall not be cancelled or diminished without ten days' prior written notice to the Chief Administrative Officer of the City and County of San Francisco. Immediately upon the procurement of such insurance, duly executed certificates of insurance shall be delivered to the said Chief Administrative Officer of the City and County of San Francisco.

3. (b) The University shall assume the defense of and indemnify and save harmless the City and County of San Francisco, its officers, commissioners, agents and employees, and each of them from any and all claims, demands, loss, damage, injury and liability of any and every kind, nature and description arising directly or indirectly from the ownership, maintenance or use of any premises or building or other property, or any activity, act or omission, whatsoever, for the purpose of, or in connection with, or in any way arising out of, the subject matter of this contract, regardless of the responsibility for negligence.

4. This agreement shall remain in full force and effect until the 30th day of June 1954, and may be renewed by consent of both parties for additional periods of time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first hereinabove mentioned.

APPROVED AS TO FORM:
/s/ Dion R. Hahn

/s/ By Walker Peddicord, Deputy
City Attorney

CITY AND COUNTY OF SAN FRANCISCO

By /s/ T. A. Brooks
Chief Administrative Officer

APPROVED AS TO FORM:

/s/ Jno U. Calkins, Jr.
Attorney for the Regents of the University of California

W.W.C.
H.H.H.
(SEAL)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By ////////////////
Chairman

By /s/ Geo. D. Mallory
Asst. Secretary

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