

LICENSE AGREEMENT

(San Francisco General Hospital Interim Seismic Safety Installations)

THIS LICENSE AGREEMENT ("Agreement"), dated for reference purposes as of _____, 2014, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Licensor" or "City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensee" or "The Regents") (each party herein individually sometimes referred to as a "Party" and collectively referred to as "Parties").

RECITALS

A. The City owns, and, through its Department of Public Health ("DPH"), operates and maintains the campus of San Francisco General Hospital ("SFGH"), located on Potrero Avenue in San Francisco, California, together with the improvements on the campus. A general depiction of the SFGH campus is reflected on the attached Exhibit A under several individual space leases or space use agreements ("Occupancy Agreements").

B. Faculty of the Regent's University of California San Francisco campus ("UCSF") provide clinical care at SFGH and UCSF's faculty and staff occupy certain clinical, office and research laboratory space on the campus of SFGH, including space in the buildings known as Buildings 1, 5, 9, 10, 20, 30, 40 and 100 (the "Occupied Buildings").

C. Licensee desires to install certain improvements to the exterior of certain of the Occupied Buildings and the surrounding grounds to enhance the safety of persons entering and exiting the Occupied Buildings, which improvements include the installation and maintenance of a protective canopy on the west side of Building 40, the installation and maintenance of fencing and barriers or barrier landscaping at certain locations 10 feet from the perimeter of certain of the Occupied Buildings, securing designated tiles on the exterior of Building 30, and, possibly, the relocation of various door entries (the "Project").

D. The Project will require the use of that portion of the SFGH campus labeled "Licensed Areas" on Exhibit A attached hereto ("Licensed Area").

E. The San Francisco Planning Department is preparing an addendum to the SFGH Seismic Compliance Hospital Replacement Program Environmental Impact Report. An environmental evaluation application was filed by Licensee with the San Francisco Planning Department for the review of the interim measures and an application fee was paid by Licensee.

F. City is willing to grant Licensee a license to use the Licensed Areas to perform the work required to complete the Project and to maintain the Project improvements on the terms and conditions set forth herein.

G. In connection with the Project, Licensee also desires to enhance interior safety by bracing UCSF freezers and certain other furniture and equipment that might otherwise block exiting from the Occupied Buildings, and City and Licensee desire to streamline the process for Licensee to seek approval for the required modifications, to the extent that such modifications would require City consent under the applicable Occupancy Agreements. Accordingly, City and Licensee additionally agree that interior seismic bracing of Licensee's equipment and furnishings can be performed in the Occupied Buildings on the terms and conditions set forth below.

H. The City is currently constructing a major new access/stair /ramp, which runs between the south side of SFGH's new hospital building and the north side of the above-referenced Building 30 ("prominent pedestrian access way") as well as the south east side of Building 20 where work is currently in progress by the City. The area of the new hospital's prominent pedestrian access way is not a part of Licensee's interim measures.

NOW, THEREFORE, in consideration of the covenants herein contained, City and Licensee hereby agree as follows:

1. **Grant of License.** City hereby grants to Licensee a personal, unassignable, non-exclusive and non-possessory privilege (the "License") for Permittee and its officers, agents, employees, contractors, and subcontractors to use the Licensed Areas for the limited purposes and subject to the terms, conditions and restrictions set forth below. This Agreement gives Licensee a temporary and non-possessory right to use the Licensed Areas and is not intended to grant any ownership, leasehold, easement or other property interest or estate whatsoever in the Licensed Areas, or any portion thereof and does not modify any right to use the Licensed Areas previously granted pursuant to the Occupancy Agreements.

2. **Term.** The term of the License (the "Term") shall commence on _____, 2014, and shall expire upon the earlier of (a) _____, 2024, or (b) the date on which Licensee vacates and surrenders all space in the Occupied Buildings in the condition required by the respective Occupancy Agreements.

3. **Sufficient Consideration.** In consideration of Licensee's performance of the Project, which the parties acknowledge and agree constitutes a substantial capital investment by Licensee, and Licensee's agreements hereunder, no further consideration is due from Licensee to the City for the License granted hereunder.

4. **"AS-IS" Condition of Licensed Area.** Licensee accepts the Licensed Areas in their "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, regarding the suitability, safety, or duration of availability of the Licensed Areas or any facilities on the Licensed Areas for Licensee's use. Without limiting the foregoing, the license granted in this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Licensed Areas, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Licensed Areas, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the Licensed Areas as to all matters relating to its use of the Licensed Areas hereunder, including, without limitation, the suitability of the Licensed Areas for Licensee's intended uses.

5. **Use of Licensed Areas; Conditions Following Completion of Project Phases.** Licensee may enter and use the Licensed Areas only to perform the work required to install the Improvements (as defined below) (the "Installation Activities"), to maintain such Improvements during the term of this Agreement in accordance with the terms hereof and, to the extent required hereunder, to remove the Improvements and restore the Licensed Areas (collectively with the Installation Activities, the "Permitted Activities"). No work shall commence until Licensee provides insurance certificates and acknowledgements from the contractors performing the work as required under, respectively, Section 15 and Section 29 of this Agreement. Upon completion of each phase of the Project, Licensee shall ensure that the applicable portions of the Licensed Areas are in the same condition as received (subject to the Improvements), free from hazards and clear of all debris, and shall remove or cause Licensee's contractors to remove all of contractors' property from such portions of the Licensed Areas.

6. **Plans and Drawings; Improvements.** A narrative description of the proposed improvements and work to be performed hereunder (other than the Equipment Bracing Work described in Section 16) is set forth on the attached Exhibit B (the "Narrative Description"). Following execution of this Agreement by City and Licensee, Licensee shall furnish to the Director, for the written approval or disapproval by the Director or his or her designee in accordance with this Section 6, Schematic Drawings prepared or caused to be prepared by Licensee architect for all of the improvements and installations which Licensee desires to be constructed or installed as a component of the Project. "Schematic Drawings" shall generally include, without limitation, the following: (a) a site plan at appropriate scale showing relationships of the improvements and installations with the buildings and exterior areas on the SFGH campus, and designating public access areas, open space areas, walkways, loading areas and adjacent uses; and (b) plans and elevations sufficient to describe the proposal, including the general architectural character, the location and size of the proposed improvements and installations, and a description of the materials to be used. The Schematic Drawings shall show improvements and installations that conform to the Narrative Description. The Director or his or her designee shall approve, conditionally approve, or disapprove, the Schematic Drawings

(including any resubmitted Schematic Drawings) in writing. If the Director or his or her designee disapproves the Schematic Drawings, the notice of disapproval shall include a statement of the reasons for the disapproval. The Director or his or her designee shall not unreasonably withhold or condition approval. Licensee shall respond promptly to any objections of the Director to the Schematic Drawings and shall resubmit revised Schematic Drawings prepared or caused to be prepared by Licensee. The Schematic Drawings, as finally approved in writing by the Director or his or her designee, shall be referred to herein as the "Final Schematic Drawings." Following approval of the Final Schematic Drawings, Licensee shall prepare of cause to be prepared and shall furnish to the Director working drawings and specifications that shall show improvements and installation that conform to the Final Schematic Drawings (except to the extent specifically noted therein or in accompanying specifications) that comply with law and which shall be in sufficient detail so as to enable the general contractor performing the work to obtain all necessary governmental permits for construction of the desired improvements and installations. The Director or his or her designee shall approve, conditionally approve, or disapprove, the working drawings and specifications in writing, which approval shall not be unreasonably withheld or conditioned. Licensee shall respond promptly to any objections of the Director to the working drawings and shall resubmit revised working drawings prepared or cause to be prepared by Licensee, and such resubmitted plans shall clearly indicate which portions of the plans are revised and which portions of the plans remain unchanged from the previously submitted plans. This procedure shall be followed until all objections have been resolved and working drawings approved in accordance with this procedure. The approved working drawings are referred to herein as the "Plans" and the work shown on the approved Plans is referred to as the "Improvements." The design and installation of the Improvements shall not require the removal of any trees, nor shall landscaping or irrigation systems be removed or modified without the prior written approval of the Director. In the event that the Director approves the removal or modification of landscaping or irrigations systems, then Licensee shall provide approved equivalent replacements as a component of the Improvements. The Director's approval of any item reviewed under this Section shall merely indicate DPH's consent to the proposed work shown thereon and in no event shall such consent be deemed to constitute a representation by City that the work called for therein complies with applicable building codes or other legal requirements, nor shall such consent release Licensee from the obligation to supply Plans that conform to applicable building codes and legal requirements.

7. Work Plan; Conditions on Performance. Licensee shall perform or cause the Improvements to be performed in accordance with one or more work plans approved in writing by the Director or his or her designee (as approved, a "Work Plan"), which Work Plan(s) shall include the following details:

- a. Hours for construction work;
- b. Timeline for commencement date and completion date of construction;
- c. Access routes for the trucks, equipment, etc., outside of the Licensed Areas;
- d. Access routes for the removal of debris, special conditions regarding debris storage, if applicable;
- e. If work is to be performed in stages, provisions describing the phases thereof;
- f. Requirements for cautionary signage;
- g. Requirements for security in the construction area;
- h. Safety measures; and
- i. Other practical concerns.

The Work Plan(s) shall take into account the hospital rebuild and other City-sponsored SFGH campus improvement projects (which projects shall have priority over the Improvements) and shall use diligent, good faith efforts to ensure that the work to be performed pursuant to the Work Plan(s) does not delay, increase the cost of, or impose additional conditions on such City projects. Any increase in the cost of the City's project resulting from the performance of the Improvement work shall be borne by Licensee. Licensee shall not amend, modify or supplement an approved Work Plan without the prior written consent of Director or his or her designee.

8. Permits and Approvals. Before commencing any of the Installation Activities on the Licensed Areas, Licensee shall obtain, at its cost, any building permits or any other approvals (collectively, "Approvals") required to commence and to complete the applicable portion of the Installation Activities. Upon receipt, Licensee shall forward to City a copy of such Approvals. Without limiting the foregoing, Licensee acknowledges that all work is subject to the approval of the San Francisco's Planning Department and exterior scopes of work must be permitted and inspected by the San Francisco Department of Building Inspection, and certain elements of the

Improvements may require approval by the San Francisco Arts Commission. Licensee further understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the Licensed Areas and Occupied Buildings and not as a regulatory agency with police powers. Nothing in this Agreement shall limit, in any way, Licensee's obligation to obtain any required approvals from City officials, departments, boards or commissions having jurisdiction over the Licensed Areas.

9. Performance of Installation Activities; Exercise of Due Care. Licensee shall not unreasonably interfere with the normal operation and activities of City on the SFGH campus, and Licensee shall cause the Installation Activities to be performed diligently and in a first class workmanlike manner in accordance with the requirements of the Plans and the Work Plan, and shall use due care to avoid injury to any person or damage to the License Area, the Occupied Buildings, or any other portion of the SFGH campus resulting from the Installation Activities. Licensee has the sole responsibility of locating any utilities that may be on, in or under the Licensed Areas and protecting them from damage by Licensee's activities hereunder.

10. Compliance with Laws. Licensee shall conduct, or cause to be conducted, all Permitted Activities in the Licensed Areas performed by, or on behalf of, Licensee hereunder to the standard set forth in all applicable local building codes as well as applicable state or federal regulations affecting the Licensed Areas, including, but not limited to, disability access laws. Without limiting the foregoing, Licensee shall cause its general contractor and all contractors and subcontractors of any tier on the project (collectively "contractors") to comply with all laws, regulations, codes, ordinances and applicable orders of any governmental or other regulatory entity applicable to the Licensed Area.

11. Coordination of Work. Licensee shall cause its project manager to meet regularly with the designated DPH staff members to report on, and coordinate with, regarding the performance of the Installation Activities. Licensee understands and agrees that the scheduling of the hospital rebuild and other SFGH campus capital improvements will be prioritized over the installation of the Improvements. Prior to commencement of any of the Installation Activities, Licensee shall designate, or shall cause License's contractor to designate, an individual as the project manager for DPH staff to contact in the event that problems arise during performance of the Installation Activities and Licensee shall also provide City with the telephone numbers of the project manager. Licensee may change the designation of any such individual by written notice to City. City may make written or oral communications regarding the Installation Activities on the License Area either directly to Licensee or through the project manager.

12. Maintenance of Improvements. Licensee shall maintain the Improvements in clean, safe, good condition and repair throughout the Term of the License, at Licensee's sole cost and expense, provided that City, at City's sole cost and expense, shall maintain any barrier landscaping installed as part of the Improvements.

13. Equipment Bracing Work in Occupied Buildings. If Licensee desires to enhance interior safety in space that is subject to the Occupancy Agreements by bracing furniture and equipment such as refrigerators, freezers, cabinets, and shelving, using seismic restraint straps, bolts and other anchorage as needed, Licensee and City agree that, notwithstanding any provision to the contrary in the Occupancy Agreements, the terms and conditions of this Section and Section 14 below shall apply to all space occupied by Licensee in the Occupied Buildings. Licensee shall undertake, supervise and bear the cost of seismic bracing of such of Licensee's equipment and furnishings in the Occupied Buildings as Licensee may desire (the "Equipment Bracing Work"), if any. The plans and materials for such Equipment Bracing Work shall be subject to approval of the Executive Administrator, SFGH, or his or her designee, which approval shall not be unreasonably withheld. Such approval shall be granted or denied within sixty (60) days of request. All Equipment Bracing Work shall be performed in accordance with applicable laws. During the performance of the Equipment Bracing Work, Licensee shall be responsible for all acts or omissions of architects, contractors or subcontractors engaged by Licensee in connection therewith, and Licensee shall include in all contracts that such architects, contractors or subcontractors shall assume the defense of and indemnify the City, its officers and employees from all claims, loss, damage, injury, and liability arising from and during performance of the work of such architects, contractors and subcontractors. Such acts or omissions shall include but not be limited to breach of contract and faulty work. Licensee shall give City's Director of Property at least twenty (20) days written notice before commencing construction in order that City may post appropriate

notices of non-responsibility. Such notices shall remain posted on the premises until completion and acceptance of the work, which acceptance shall not be unreasonably withheld. Licensee shall promptly pay for all labor and material used for the Equipment Bracing Work.

14. Surrender; Removal of Designated Improvements and Equipment Bracing Work. At City's sole election, Licensee shall demolish and remove some or all of the Improvements and the Equipment Bracing Work from the Licensed Areas and the Occupied Buildings in accordance with the provisions of this Section 14. Licensee shall provide City with one or more prior written notices of the date or dates on which Licensee anticipates vacating each Occupied Building (each such notice, a "Vacation Notice"). Within thirty (30) days after receiving a Vacation Notice City shall provide written notice to Licensee of (i) the Improvements that Licensee must remove from the Licensed Areas associated with the Occupied Building(s) that Licensee is vacating and (ii) the Equipment Bracing Work that Licensee must remove from the premises within such Occupied Building(s). Licensee, at Licensee's sole cost and expense, shall remove the designated Improvements and Equipment Bracing Work and repair any damage to the Licensed Areas or Occupied Buildings resulting from the installation or removal of any such items and restore the Licensed Areas and Occupied Buildings to their condition immediately prior to the performance of the applicable Improvements or Equipment Bracing Work. If Licensee fails to remove such elements or perform the required repairs and restoration by the date that is the later of the date Licensee vacates the applicable Occupied Building or ninety (90) days after the date of City's notice, City may do so, at Licensee's expense, and Licensee shall reimburse City for City's cost of such removal and restoration within forty-five (45) days of receipt of an invoice therefor. Licensee shall obtain any and all necessary permits and approvals necessary to complete the demolition, removal or restoration work required hereunder, and the terms and conditions applicable to the performance of the Improvements and Equipment Bracing Work shall apply with respect thereto, including, without limitation, provisions regarding work plans, insurance requirements, indemnities and compliance with law. Licensee's obligations under this Section shall survive the expiration or termination of this Agreement. City may elect to retain any elements of the Improvements or the Equipment Bracing Work and in such event title to such elements shall vest in City upon the expiration or termination of this Agreement.

15. Insurance.

(a) Generally. Licensee maintains a program of self-insurance. City agrees that Licensee shall not be required to carry any liability insurance with respect to this Agreement, however, without limiting Licensee's obligations hereunder, (a) Licensee shall be liable for the full equivalent of insurance coverage which would have been available if the applicable insurance policies described in **Exhibit C** to this Agreement had been obtained by Licensee from a third party insurer, and shall pay on behalf of, or indemnify City for, all amounts which would have been payable by the third party insurer related to Licensee's Equipment Bracing Work, the Improvements, the restoration work required hereunder and the negligent actions of Licensee or Licensee's officers, employees, agents, Licensee, or invitees (including without limitation Licensee's contractors in performing the Equipment Bracing Work, the Improvements or any restoration work), and (b) Licensee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.

(b) Third Party Insurance Requirements. Licensee shall cause any of Licensee contractors, subcontractors or agents (other than Licensee's departments or divisions) performing work under this Agreement on behalf of Licensee during the term of this Agreement to procure and maintain insurance required by **Exhibit C**, or as otherwise required or recommended by City's Risk Manager at the time such work is performed.

16. Indemnity; Waiver. Licensee shall indemnify, defend and hold City, its officers, directors, employees and agents (hereinafter collectively called "City Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including, without limitation, reasonable attorneys fees, costs and expenses) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person (including without limitation any City Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by a City Indemnified Party), in proportion to, and to the extent, such injury, death or physical damage arises out of or results from the design or construction of the Improvements or Equipment Bracing Work or the use by Licensee, or Licensee's officers, employees, agents, licensees, or invitees (including without limitation Licensee's contractors),

of any of the Licensed Areas under the authority of this Agreement (which shall not be interpreted to include the use of those portions of the Licensed Areas which are open to the public under the authority of the Occupancy Agreements or the affiliation agreement) or performance of any work under this Agreement, or (ii) any failure by Licensee in the observance or performance of any of the terms, covenants or conditions of this Agreement. Notwithstanding the foregoing, however, Licensee shall not be required to indemnify, defend or hold harmless any City Indemnified Party to the extent any claims arise out of or result from the gross negligence or willful misconduct of any City Indemnified Party.

17. Breach and Cure; Remedies

(i) **Breach by Licensee.** In the event that Licensee breaches any of its obligations under this Agreement, City shall send Licensee a written notice specifying the nature of such breach, or, in the case of an emergency, shall notify Licensee's project manager by telephone or in person. Licensee shall use prompt diligent efforts to cure such breach, provided that Licensee shall take immediate steps to cure any breach that results in an unsafe condition or interferes with the use of the SFGH campus ("Short-Fuse Breach"). If Licensee fails to immediately cure a Short-Term Breach, City shall have the right to suspend Licensee's rights under this Agreement until Licensee cures such breach and provides adequate assurance that the action or condition resulting in the Short-Term Breach will not be repeated. Licensee will be in default hereunder if Licensee fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within the period of ten (10) calendar days after receipt of a written notice of default (or if such default is of a nature which cannot reasonably be cured within ten (10) calendar days, then Licensee does not cure such failure within such longer period as is reasonably required to cure such default, provided that Licensee undertakes in good faith to commence such cure within such ten (10) calendar days and thereafter diligently prosecutes such cure to completion). If Licensee is in default hereunder, City may exercise any right or remedy that it may have under this Agreement or that is otherwise available at law or in equity or by statute, including specific performance. All rights and remedies of City hereto shall be cumulative and non-exclusive and shall survive the expiration or termination of this Agreement, subject to applicable statutes of limitation.

(ii) **Breach by City.** City will be in default hereunder if City fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within the period of ten (10) calendar days after receipt of a written notice of default (or if such default is of a nature which cannot reasonably be cured within ten (10) calendar days, then City does not cure such failure within such longer period as is reasonably required to cure such default, provided that City undertakes in good faith to commence such cure within such ten (10) calendar days and thereafter diligently prosecutes such cure to completion). If City is in default hereunder, Licensee may exercise any right or remedy that it may have under this Agreement or that is otherwise available at law or in equity or by statute, including specific performance. All rights and remedies of Licensee hereto shall be cumulative, non-exclusive and shall survive the expiration or termination of this Agreement, subject to applicable statutes of limitation.

18. Right To Cure Defaults. If Licensee fails to perform any of its obligations under this Agreement to restore the License Area or repair damage, or if Licensee defaults in the performance of any of its other obligations under this Agreement, then City may, at its sole option, remedy such failure for Licensee account and at Licensee's expense by providing Licensee with thirty (30) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses or liabilities reasonably incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this Agreement.

19. No Costs to City; Reimbursement. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the Licensed Areas pursuant to this Agreement and in complying with the conditions of this Agreement, and shall keep the Licensed Areas free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Licensed Areas. If the Improvement work results an increase in the cost of City projects, as a result of a delay, the imposition of additional conditions, or otherwise, such increase in

the cost of City's project shall be borne by Licensee. Licensee shall reimburse DPH for charges incurred by DPH from other City agencies and departments (collectively, the "City Agencies") for the costs of the City Agencies in preparing or negotiating this Agreement, as determined on a time and materials basis, excluding costs associated with activities covered by other standard City fees for applications, permits or approvals (collectively, the "Negotiation Costs"). Negotiation Costs shall include, without limitation, the fees and expenses of the City Attorney's Office staff and other City staff, such as staff from City's Real Estate Division, at the internal hourly rates for such City staff member actually charged to DPH for the applicable tasks and activities. Notwithstanding the foregoing, for the purposes of this Agreement, Negotiation Costs shall not include charges for time spent by DPH staff by the Deputy City Attorney acting as general counsel for DPH (presently Kathy Murphy), and shall not include charges for time spent by Planning Department staff.

20. Prevailing Wage. Licensee agrees that any person performing labor in the construction of the Project shall be paid not less than the prevailing rate of wages and that Licensee shall include, in any contract for construction of the Project, a requirement that all persons performing labor under such contract shall be paid not less than the prevailing rate of wages for the labor so performed in compliance with State and Regental policies of the University of California. At City's written request, Licensee shall require any contractor to provide, and shall deliver to City every month during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Improvements to document compliance with this Section 20.

21. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modification or amendment hereof must be in writing and signed by the parties hereto.

22. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach hereof, the prevailing party shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and court costs, in such amount as may be determined by the applicable court having proper jurisdiction. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco, in-house counsel of Grantee, as well as the reasonable fees of attorneys of The Regents of the University of California's Office of the General Counsel, its Campus Counsel and/or in-house counsel of Licensee, shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Licensee, the number of attorneys employed by Licensee's in-house counsel.

23. Governing Law. This Agreement is executed in the State of California and the laws of such State shall govern both its interpretation and effect.

24. Severability. If any term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

25. Notices. Licensee shall give City at least five (5) business days' written notice prior to Licensee's first entry onto the License Area, unless Licensee's entry is required in the case of an emergency.

Any notice, demand or other communications to any of the parties hereto shall be in writing and shall be sent by United States Mail, first class, registered or certified mail, postage prepaid, return receipt requested, or reliable commercial overnight or same day courier, return receipt requested, or hand delivery, and shall be effective upon receipt at the address of the party to whom notice is sent, which are set forth below.

If to City: Kathy Jung, MPH
Director of Facilities and Support Services
Planning and Facility Development
San Francisco General Hospital
Building_10, Room 1118
1001 Potrero Avenue
San Francisco, CA 94110

With a copy to: Kathy Murphy, San Francisco Deputy City Attorney
San Francisco General Hospital
Building 20, Third Floor, Room 2306
1001 Potrero Avenue
San Francisco, CA 94110

If to Licensee: The Regents of the University of California
c/o Real Estate Services
654 Minnesota Street, Second Floor
San Francisco, CA 94107

with a copy to: UCSF Capital Programs
654 Minnesota Street, Second Floor
San Francisco, CA 94107

Either party may change its address for receipt of notice by a written notice given in accordance with the foregoing provision.

26. **No Waiver.** Any waiver of the provisions of this Agreement must be in writing and signed by an authorized representative of the waiving party. A failure by any party to enforce any of its rights under this Agreement shall not be deemed to be a waiver of its right to enforce the same or any other term, condition or covenant of this Agreement.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

28. **Captions for Convenience.** The paragraph and section headings herein are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

29. **Successors and Assigns.** This Agreement and each of its terms and provisions shall be binding upon and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective heirs, representatives, successors and assigns. Neither Party may assign, transfer or convey its rights or obligations under this Agreement at any time without the prior written consent of the other Party.

30. **Copies of This Agreement To Be Furnished To Contractors.** Copies of this Agreement shall be promptly furnished to Licensee's general contractor and to all subcontractors furnishing or performing any work, labor or materials in connection with this Agreement or any of the Licensee's obligations or duties under this Agreement. Such general contractor and subcontractors shall each promptly sign a written agreement in the form attached hereto as **Exhibit D**, acknowledging the receipt of a copy of this Agreement and agreeing to be bound to all of the provisions of this Agreement pertaining to the entry on the Licensed Areas and to the giving of notices of any such intended entry. Licensee shall furnish a copy of each such agreement to City within thirty (30) calendar days after the signing of each such agreement.

31. **No Third Party Beneficiaries.** Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall create, or be deemed to create, any third party beneficiary(s) hereof.

32. **City's Approvals.** All approvals of City requested, required, or permitted hereunder shall be subject to the reasonable approval of the Director or other authorized official of City, unless otherwise provided herein.

33. **No Joint Venture.** This Agreement does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in or relating to the Licensed Areas.

34. **MacBride Principles – Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

35. **Non-Discrimination.** In the performance of the work performed in accordance with this Agreement, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any Licensor employee working with, or applicant for employment with, Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee, to the extent this provision does not conflict with State of California or Regental policies of the University of California.

36. **Tropical Hardwoods and Virgin Redwood Ban.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environmental Code. Licensee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of the Improvements or Equipment Bracing Work, to the extent this provision does not conflict with State of California or Regental policies of the University of California.

35. **Pesticide Ordinance.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance"), which prohibit the use of pesticides on the License Area.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

"LICENSEE"

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Esther E. Morales
Executive Director, UCSF Real Estate Services

"LICENSOR"

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

By: _____
JOHN UPDIKE
Director of Property

RECOMMENDED:

By: _____
BARBARA GARCIA
Director, Department of Public Health

Approved as to form for City:
DENNIS J. HERRERA, City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A

DEPICTION OF SFGH CAMPUS AND LICENSE AREA

[ATTACHED]

EXHIBIT B

NARRATIVE DESCRIPTION OF PROPOSED WORK

1. Limit access to the perimeter zone of the buildings by placing a fence or barrier at about 10-feet from perimeter of Buildings 10, 20, 30, 40, and 100 by installing 42" high fencing or barrier landscaping at areas of potential congregation, as generally depicted on those certain plans prepared by Studios Architecture for UCSF comprised of:
 - Sheet A1.01 – Architectural Site Plan – Bldg 100, issued for SF Planning Review 2013.11.19
 - Sheet A1.10 – Architectural Site Plan - Bldg 10 & 20, issued for SF Planning Review 2013.11.01
 - Sheet A1.30 – Architectural Site Plan - Bldg 30 & 40, issued for SF Planning Review 2013.11.01
 - Sheet L1.03 – Landscape Plan -Bldg 10 & 20, issued for Progress Print 2013.12.19
 - Sheet L1.04 - Landscape Plan - Bldg 30 & 40, issued for Progress Print 2013.12.19
 - Sheet L2.01 – Landscape Details, issued for Progress Print 2013.12.19
2. Construct one protective canopy (painted to match existing metal detailing) with concrete footings. Canopy will be entirely self-supporting, with no contact with the face of the building. The canopy width will be sized for the door egress. See the attached Exhibit B-1.
3. Restrict access to the non-required (by code) egress points at the terraces of Building 30 and Building 40.
4. Secure loose tiles on Building 30 above the concrete exterior stair.
5. Relocate the egress door in the bridge joining Buildings 30 to 40 to a location approximately 5' south, such that it is outside the 10' clear zone.
6. Reinforce parapets and/or roof tile over all required egresses at Building 100.
7. Restrict access at all non-required (by code) egresses of Building 100 within the 10' clear zone.

All such work shall be conducted to the standard set forth in all applicable local building codes as well as applicable state or federal regulations affecting the Licensed Areas and shall be performed in accordance with the terms and conditions of the License Agreement. No such work shall require the removal of any trees.

EXHIBIT B-1

CANOPY

[ATTACHED]

EXHIBIT C

INSURANCE REQUIREMENTS

1. Each party required to carry insurance under the Agreement (each "Required Party") shall purchase from and maintain, in a company or companies with an A.M. Best rating of A-VIII or better and lawfully authorized to do business in the State of California, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages to property, other than to the applicable work itself, which may arise out of or result from such Required Party's operations, whether such operations are performed by such Required Party, by a subcontractor of such Required Party, or by anyone directly or indirectly employed by any of them. Certificates of such insurance approved in writing by City shall be filed with City's Department of Public Works before the commencement of the work.
2. The insurance required hereunder shall be written on an occurrence basis for not less than the following, or greater if required by law. Coverage shall be maintained without interruption from date of commencement of the work:
 - (1) Workers' Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000
 - (2) Commercial General Liability (including but not limited to comprehensive form, premises operations, explosion and collapse hazard and underground hazard, products and completed operations hazard, contractual liability, broad form property damage (including completed operations), independent contractors' protective, personal injury, automobile liability comprehensive form for owned, hired and non-owned vehicles):
 - (a) Combined single limits for bodily injury and property damages:

\$2,000,000 Each Occurrence

\$2,000,000 Annual Aggregate
 - (b) Property Damage Liability Insurance shall provide X, C and U coverage if the Required Party's operations involve any exposure to explosion, collapse or underground damage.
 - (3) Pollution Liability \$1,000,000 Combined Single Limit
3. The certificates of insurance shall contain the following provisions:
 - (1) Name City as additional insureds under all insurance policies (excluding workers' compensation and professional liability policies);
 - (2) In the event of any change in the limits of liability, decrease in coverage or other material change in coverage, or the cancellation of insurance in its entirety, the insurer must give City written notice at least thirty (30) days prior to the effective date of such change or cancellation, and insurance coverage shall remain in force during said thirty (30) day period;
 - (3) Insurance must be primary to all other insurance available to City; and
 - (4) Waiver of any right of subrogation of the insurers against City, if commercially available at reasonable rates.

4. Each Required Party and each contractor shall carry sufficient comprehensive insurance on its equipment at the License Area and en route to or from the License Area as may be necessary to fully protect itself.

EXHIBIT D

NOTICE AND ENTRY AGREEMENT

The undersigned acknowledges receipt of that certain License Agreement dated as of _____, 2014 ("License Agreement") by and between The Regents of the University of California ("Licensee"), and the City and County of San Francisco, a California municipal corporation ("Licensor"). The undersigned understands and agrees to be bound by those provisions and notice requirements in the License Agreement pertaining to any entry by Licensee on the property owned by Licensor ("Licensed Areas").

Dated: _____ [Contractor or Subcontractor]

By: _____

Its: _____