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**Purchasing Agreement # ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_**

The Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, **Irvine,** and ENTER SUPPLIER/COMPANY NAME (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

# Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

# Term of Agreement/Termination

a) The term of the Agreement will be from enter beginning dateand through enter ending dateand is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

# Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

# Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase (T&C’s), Supplier will be required to use the following Invoicing Method:

All invoices must clearly indicate the following information:

California sales tax as a separate line item;

Shipping costs as a separate line item;

UC Purchase Order or Release Number;

Description, quantity, catalog number and manufacturer number of the item ordered;

Net cost of each item;

Any pay/earned/dynamic discount;

Reference to original order number for all credit memos issued;

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **NET 30**

# Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

|  |  |
| --- | --- |
| **Name** | Josh Drummond |
| **Phone** | (949) 824-9574 |
| **Email** | jdrummon@uci.edu |
| **Address** | UCI, Office of Information Technology, Irvine, CA 92697-1175 |

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

|  |  |
| --- | --- |
| **Name** | Systemwide Privacy Official |
| **Address** | 1111 Franklin Street, Oakland, CA 94607 |

To UC, regarding contract issues not addressed above:

|  |  |
| --- | --- |
| **Name & Title** | Enter UC contact name and title. |
| **Department** | Enter UC department name. |
| **Phone** | Enter UC contact phone. |
| **Email** | Enter UC contact email. |
| **Address** | Enter UC contact address. |

To Supplier:

|  |  |
| --- | --- |
| **Name & Title** | Enter Supplier contact name and title. |
| **Company** | Enter Supplier company name. |
| **Phone** | Enter Supplier contact phone. |
| **Email** | Enter Supplier contact email. |
| **Address** | Enter Supplier contact address. |

# Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

# Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&C’s.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&C’s.

# Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

# Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

# Federally Funded Contracts; Grants and Cooperative Agreements

a) For federally-funded contracts, the Contract Number is: Enter Contract Number or N/A

b) For contracts funded by a grant or cooperative agreement, the grant or cooperative agreement number is: Enter Grant/Cooperative Agreement Number or N/A

# Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (*see* Public Contract Code Section 10515).

# Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – ENTER SUPPLIER NAME.

# Service-Specific and/or Goods-Specific Provisions

Specific provisions for goods/services, if any, shall be noted on executed statement of work incorporating this agreement by reference.

# Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

# Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated **8/6/2019**, are hereby amended as follows: Indicate in this section which UCTC provisions are deleted or amended. This will address UCTC provisions with which the Supplier takes exception. If the Agreement relates to a research grant, Buyer may want to amend Article 19, Audit Requirements to reflect a 7-year retention.

# Amendments to Appendix – Data Security

The UC Appendix – Data Security dated **8/12/19** is hereby amended as follows: Indicate in this section which Appendix – Data Security provisions are deleted or amended. This will address provisions with which the Supplier takes exception.

# Amendments to Appendix – Business Associate

The UC Appendix – Business Associate dated **8/1/19** is hereby amended as follows: Indicate in this section which Appendix – Business Associate provisions are deleted or amended. This will address provisions with which the Supplier takes exception.

# Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation date **4/12/19** is hereby amended as follows: Indicate in this section which Appendix – General Data Protection Regulation provisions are deleted or amended. This will address provisions with which the Supplier takes exception.

# Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

* 1. Statement of Work – Attachment A
  2. UC Terms and Conditions of Purchase\*, dated **8/6/2019**
  3. University of California’s Appendix – Data Security & Privacy (“Appendix-DS”)
  4. University of California’s HIPAA Business Associate (“HIPAA-BAA”)
  5. University of California’s Appendix – General Data Protection Regulation (“GDPR”)
  6. Other (Specify): List other documents to be included.

\*UCTC available at https://www.ucop.edu/procurement-services/\_files/Legal%20docs/legal-forms-current/uc-terms-conditions-8-6-2019.pdf

# Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

The Agreement is signed below by the parties’ duly authorized representatives.

**This Agreement can only be signed by an authorized representative with the proper delegation of authority.**

|  |  |
| --- | --- |
| **THE REGENTS OF THE**  **UNIVERSITY OF CALIFORNIA** | **ENTER SUPPLIER NAME** |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature, Department Budgetary Officer Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Supplier and/or Company Representative Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature, Procurement Services Signatory Date |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title |  |

**Once complete, please forward this agreement to** [**contracts@uci.edu**](mailto:contracts@uci.edu) **for editing and review.**

**Thank you.**