

The master services agreement (“Agreement”) to furnish certain goods and/or services described herein and, in the documents, referenced herein (“Goods and/or Services”) is made by and between the UC Location executing this Agreement, on behalf of the Regents of the University of California, a California public corporation (“UC”), and acting for the benefit of Customers (as defined herein)**,** and the supplier, [NAME OF SUPPLIER], a \_\_\_\_\_\_ corporation (“Supplier”). UC and Supplier shall individually be referred to as “Party” and collectively, “Parties.” Any defined terms not defined herein shall have the meaning ascribed to such term in the UC Terms and Conditions (“Terms and Conditions”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. **Statement of Work, UC Health, and Scope of Customers**

Supplier agrees to provide the Services described in the statement of work attached as Attachment A (“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 Services from Supplier.

1. Statement of Work

Supplier agrees to perform the Services listed in the Statement of Work attached as Attachment A (“Statement of Work” or “SOW”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the SOW 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.

1. UC Health and Additional UC Locations

UC Health is comprised of five academic medical centers located at the Davis, Irvine, Los Angeles, San Diego, and San Francisco campuses, as well as UC’s medical and health professional schools, health care providers, occupational health, student health, and counseling centers, UC health plans, and associated research programs (“UC Health”). UC represents that it is comprised of individual campuses and medical centers across the state of California, including Additional UC Locations, which are all part of the University of California system and none of which is a distinct legal entity. “Additional UC Location” used herein shall mean: (i) any component of UC Health as described above; (ii) any entity that, after the full execution of this Agreement, is acquired or created by any component of UC Health; and (iii) any entity that merges into or consolidates with any component of UC Health and, after such merger or consolidation, the surviving entity becomes a component of UC Health.

Supplier agrees to provide the Goods and/or Services on the same terms as set forth in the Agreement, including, but not limited to, terms of Service, pricing, and indemnification, to any Additional UC Location executing an SOW, or submitting a Purchase Order (“PO”) to Supplier. Upon entering into a SOW or PO, the UC Location and each Additional UC Location shall each be referred to as a “Customer.”

Each UC Location shall be responsible for its respective individual commitments, financial or otherwise, and neither UC nor any UC Location shall be responsible for the performance or non-performance of any other UC Location.

1. UC Affiliates

UC has entered, or will enter, into agreements with UC Affiliates that seek, through collaboration, to combine health care delivery services, procurement, and/or contracting activities with efforts to obtain the best value goods and services while reducing total acquisition costs. “UC Affiliate” as used herein shall mean: (i) any entity that is not a UC Location and that is, in whole or in part, owned or controlled by, or under common ownership with, UC, or that is managed, in whole or in part, by UC; (ii) any entity that, after the full execution of this Agreement, merges into or consolidates with any UC Location and which UC designates as a UC Affiliate; and (iii) any entity, other than those described above, that UC and Supplier agree in writing may be a UC Affiliate.

Supplier agrees to provide the Goods and/or Services as described and priced in this Agreement to any UC Affiliate executing a SOW. By execution of such SOW, such UC Affiliate Location on the one hand, and Supplier, on the other hand, shall be deemed, respectively, to have executed the Agreement (with changes to the appropriate signature block) as Parties, with such UC Affiliate taking on the obligations of the UC Location and Supplier taking on its obligations to such UC Affiliate. Upon entering into a SOW, each Additional UC Location shall be referred to as a “Customer.”

UC and each UC Affiliate are separate and distinct legal entities. Each UC Affiliate shall be responsible for its respective individual commitments, financial or otherwise, and neither UC nor any other UC Affiliate shall be responsible for the performance or non-performance of any other UC Affiliate. UC is not responsible for the acts or omissions of any UC Affiliate. UC Affiliates shall remain liable for each such UC Affiliate’s compliance or non-compliance with the terms of this Agreement.

1. Amendments

Except with respect to the type(s) of Goods and/or Services that will be provided to a Customer, no Customer shall have the authority to amend, alter or otherwise modify the terms of this Agreement applicable to UC, including the Incorporated Documents. All modifications, amendments, and alterations to this Agreement, including the Incorporated Documents, shall be mutually agreed to by the original UC Location entering into the Agreement and Supplier. In the event a Customer desires to add terms that do not amend, alter or otherwise revise any term applicable to other Customers, including the Incorporated Documents, such terms may be incorporated into the SOW or other agreement directly between the Supplier and such Customer.

1. Individual Commitments of each Customer

Any delay in payment or other operational issue involving one Customer shall not adversely affect any other Customer, and any breach of a Customer’s obligations will subject only such Customer to the applicable corrective action, but otherwise will have no adverse impact on any other Customer.

1. **Term of Agreement/Termination** 
   * 1. The initial term of this Agreement will be from **Date** and through **Date** (Initial Term) and is subject to earlier termination as provided below.
     2. UC may renew the Agreement for successive one (1)-year periods (each, a Renewal Term) by providing Supplier with at least30calendar days’ written notice before the end of the Initial Term or any Renewal Term.
     3. Termination for Convenience

UC may terminate this Agreement for convenience by giving Supplier at least 30 calendar days' written notice.

* + 1. Termination for Cause

UC or Supplier may terminate this Agreement for cause by giving the other party at least 15 calendar 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.

* + 1. Termination before First Anniversary

In the event the Agreement is terminated prior to the first anniversary of the effective date of the Agreement, the Parties shall not enter into a contract for the same or similar Goods or Services until the first anniversary of the effective date of the Agreement has passed.

* + 1. Termination Rights for Customers

Each such Customer shall have the right to terminate the Agreement with respect to such Customer’s SOW and/or PO(s) only, as provided to UC, on the same terms set forth in Article 1.

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

1. **Pricing, Invoicing Method, Settlement Method and Terms**

The Invoicing Method, and Settlement Method and Terms are addressed below. Refer to SOW or PO for Pricing.

* + 1. If UC opts to renew or expand services, the associated fee in the renewal period will be the immediately preceding year’s fee plus three percent (3%).

1. Invoicing Method

Notwithstanding the provisions of Article 2 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: Preferred email.

1. All invoices must clearly indicate the following information:

California sales tax (if applicable) 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;

1. Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.
2. Settlement Method and Terms

Notwithstanding the provisions of Article 2 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: Net 30

1. If UC disputes an invoiced amount, then Supplier and UC will work to resolve the dispute. UC may suspend the payment of all disputed amounts while the dispute is pending, during which time all of Supplier’s obligations will continue unabated.
2. **Notices**

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice 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].

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

|  |  |
| --- | --- |
| **Name** | UCDH Compliance Department |
| **Phone** | 916-734-8808 |
| **Email** | [hs-privacyprogram@ucdavis.edu](mailto:hs-privacyprogram@ucdavis.edu) |
| **Address** | North Addition, 2335 Stockton Blvd, Sacramento, CA 95817 |
|  |  |

To UC, regarding contract issues not addressed above:

|  |  |
| --- | --- |
| **Name** | Benjamin Joseph |
| **Phone** | 916-734-4364 |
| **Email** | [bmjoseph@ucdavis.edu](mailto:bmjoseph@ucdavis.edu) |
| **Address** | Purchasing, 10850 White Rock Rd, Rancho Cordova, CA 95670 |
|  |  |

Notices pertaining to a specific PO or Customer shall be directed to the address(es) specified in such Customer’s SOW or PO.

To Supplier:

|  |  |
| --- | --- |
| **Name** |  |
| **Phone** |  |
| **Email** |  |
| **Address** |  |
|  |  |

1. **Intellectual Property, Copyright and Patents**

/X/ The Goods and/or Services involve Work Made for Hire

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

1. **Patient Protection and Affordable Care Act (PPACA)**

/\_\_\_/    Because the Goods and/or Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/\_x\_/    The Goods and/or Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

1. **Prevailing Wages**

/\_x\_/    Supplier is not required to pay prevailing wages when providing the Services.

1. **Fair Wage/Fair Work**

/\_x\_\_/    Supplier is 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.

1. **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).

1. **Insurance**

Supplier must deliver the Certificate of Insurance to UC’s Buyer by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – **[Buyer: insert Supplier name]**.

1. **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 Customer and Supplier, records will normally become the applicable Customer’s property, and subject to state law and UC and other Customer policies, as applicable, 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 this Agreement or applicable Statement of Work.

1. **Access to Protected Health Information or Medical Information**

/\_\_\_/    It is NOT anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

/\_x\_/    It is anticipated that the Supplier will require access to PHI as defined in the Terms and Conditions.

1. **Incorporated Documents**

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

1. Master Services Agreement # XXXXX
2. Terms and Conditions of Purchase
3. UC Appendix – Data Security
4. UC Appendix – Business Associate (HIPAA)
5. Statement of Work
6. **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.

It is understood by Supplier that this Agreement is not exclusive. UC and each Customer has, and will continue to have, or may have, other relationships with other suppliers for the provision of Goods and/or Services similar to the Goods and/or Services provided herein, with no minimum guarantee of the utilization of Supplier’s Goods and/or Services.

Each Party agrees that a signed facsimile, signed PDF or the electronic transmission of signature(s), in whole or in counterparts, constitutes valid signature(s) and is fully enforceable in accordance with its terms.

No click-through, or other end user terms and conditions or agreements (“Additional Terms”) provided with any Services or products hereunder will be binding on UC, even if use of such Services or products requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms will be of no force and effect and will be deemed rejected by UC in their entirety.

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

**THE REGENTS OF THE [SUPPLIER NAME]**

**UNIVERSITY OF CALIFORNIA**

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(Signature) (Signature)

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(Printed Name, Title) (Printed Name, Title)

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(Date) (Date)