

Exhibit A - UC Health Purchase Agreement

Purchase Agreement Number: [Enter Purchase Agreement Number]

This Agreement to furnish certain goods and/or services described 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, Davis Health and [Enter Supplier Name] (“Supplier”). UC and Supplier individually will be referred to as “Party” and collectively as “Parties.”

1. Statement of Work

Supplier agrees to provide Goods as listed in attached Attachment A (“Price List”), at the prices set forth in the Price List. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement and Termination

The term of the Agreement will be from [Enter Date] and through [Enter Date].

Parties may terminate the Agreement for cause or convenience by giving at least 90 calendar days’ written notice.

UC may renew the Agreement for 1 successive one-year period (a Renewal Term), by providing Supplier written notice before the end of the Initial Term.

3. Purchase Order

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.

4. Pricing, Invoicing, Settlement Method, and Payment Terms

Refer to Price List for pricing.

The Invoicing Method, Settlement Method, and Terms are addressed below.

Invoicing Method

Notwithstanding the provisions of Article 2 of the UC Terms and Conditions of Purchase dated April 1, 2025, Supplier will be required to use the following Invoicing Method: Invoices will be generated by Supplier following product shipment and/or services completion. Payment will be processed by UC Davis Health Accounts Payable within [Enter Number] days after invoice date.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item
- Net cost of goods/services provided as a separate line item

- UC Purchase Order number
- Description of goods or services provided
- Any pay/earned/dynamic discount
- Reference to original order number for all credit memos issued

Supplier will submit invoices following the designated invoice method directly to UC Davis Health Accounts Payable Department, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Supplier shall submit invoices within a timely manner upon UC acceptance of goods and/or completion of services.

5. 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].

Table 1. UC Contract Notices

Field	UC Contact Information
Name	
Phone	
Email	

Table 2. Supplier Contract Notices

Field	Supplier Contact Information
Name	[Enter Name]
Phone	[Enter Phone]
Email	[Enter Email]

6. Intellectual Property, Copyright, Patents and Data Rights

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

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the UC Terms and Conditions of Purchase.

8. Prevailing Wages

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

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage when providing the Services.

10. Additional Terms and Conditions

11. 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).

12. Insurance

Deliver any updates to the Certificate of Insurance to [UC Davis Health Vendor Maintenance email address](#), by email with the following text in the Subject field: CERTIFICATE OF INSURANCE - [Enter Supplier Name], vendor number [Enter Vendor Number].

13. Additional Terms and Conditions

14. 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.

15. Reserved

16. Reserved

17. Reserved

18. Reserved

19. Reserved

20. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Agreement will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

21. Incorporated Documents

This Agreement and the following “Incorporated Documents” contain the entire agreement between the Parties in the order of precedence below 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. In the event there is a conflict in terms between any of Supplier’s proposals and Incorporated Documents, the Incorporated Documents shall take precedence. In the event of any conflict in terms between and among any of the Incorporated Documents, the terms of each Incorporated Document shall take precedence over one another as set forth below, unless such Incorporated Document explicitly sets forth that it precedes over any other term set forth in the Agreement.

- UC Terms and Conditions of Purchase dated April 1, 2025
- Price List - Attachment A

22. 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.

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

Authorized Signatures

Table 3. Authorized Signatures

Party	Field	Response
The Regents of the University of California	Signature	[Enter Signature]
The Regents of the University of California	Printed Name and Title	[Enter Printed Name and Title]
The Regents of the University of California	Date	[Enter Date]
Supplier	Signature	[Enter Signature]
Supplier	Printed Name and Title	[Enter Printed Name and Title]
Supplier	Date	[Enter Date]