****

**Purchase Agreement # ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_**

This template is for general services, such as consulting, project management, etc. If you are purchasing information technology (software, online solutions), please use the Information Technology Purchase Agreement template.

This Agreement to furnish certain “Goods and 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 provide Enter general description of the goods/services (the “Goods and Services”) as more fully described in the Statement of Work Attachment A referencing this Agreement, and any other Incorporated Documents, at the prices set forth in therein. 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. UC does not make payments in advance of the completion of delivery of Goods and Services.

# Invoicing Method, Settlement Method and Terms

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 (see UC Terms and Conditions, Article 7)

[ ]  The Goods and Services **do** involve Work Made for Hire.

[ ]  The Goods and Services **do not** involve Work Made for Hire.

# Patient Protection and Affordable Care Act (see UC Terms and Conditions, Article 23)

[ ]  This Agreement **does** involve temporary or supplementary staffing; Supplier acknowledges the PPACA warranties in Article 23 of the UC Terms and Conditions.

[ ]  This Agreement **does not** involve temporary or supplementary staffing, Supplier is not subject to the PPACA warranties in Article 23 of the UC Terms and Conditions.

# Prevailing Wages (see UC Terms and Conditions, Article 24)

[ ]  This Agreement involves a Public Works project. Supplier **is** required to pay prevailing wages when providing the Services.

[ ]  This Agreement does not involve a Public Works project. Supplier **is not** required to pay prevailing wages when providing the Services.

# Fair Wage/Fair Work (see UC Terms and Conditions, Article 25)

Services will be performed:

[ ]  on a UC campus or leased location. Supplier **shall** comply with UC Fair Wage/Fair Work policy when providing the Services. (see <https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>)

[ ]  not on a UC campus or leased location. Supplier **does not** need to comply with UC Fair Wage/Fair Work policy when providing the Services.

# Federal Funding (see UC Terms and Conditions, Article 11)

The source of funds used to pay Supplier’s fees for this Agreement:

[ ]  are from a federally-funded contract. The Contract Number is: Enter Contract Number or N/A

[ ]  are from a federally funded by a grant or cooperative agreement. The grant or cooperative agreement number is: Enter Grant/Cooperative Agreement Number or N/A

[ ]  Does not involve federal funding.

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

If the Goods and/or Services involve consulting services, Supplier understands and agrees that Supplier cannot later submit a bid or be considered for any contract work to perform “required, suggested, or otherwise deemed appropriate” service flowing out of the consultation Services from this Agreement (*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.

# 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.

# Incorporated Documents

The following “Incorporated 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
	2. UC Terms and Conditions of Purchase\*, dated **12/14/2021**

(\*UCTC available at https://www.ucop.edu/procurement-services/policies-forms/index.html)

* 1. [ ]  University of California’s Appendix – Data Security & Privacy (“Appendix-DS”)
	2. [ ]  University of California’s HIPAA Business Associate (“HIPAA-BAA”)
	3. [ ]  University of California’s Appendix – General Data Protection Regulation (“GDPR”)
	4. [ ]  Other (Specify): List other documents to be included.

# Entire Agreement

This Agreement and the Incorporated Documents contain the entire agreement between the parties and supersede all prior written or oral communications or 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([ ]  Check this box if your program **is** under the School of Medicine. If this box is unchecked, we will delete this extra signature block) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name, Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature, School of Medicine/COHS Signatory Date |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name, Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature, Procurement Services Signatory Date |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name, Title |  |

**Once complete, please upload the Word version of this draft to your KFS requisition.**

**The assigned Team member will assist you with getting it ready for signatures.**

**Thank you.**

STATEMENT OF WORK ATTACHMENT

TO PURCHASE AGREEMENT # \_\_\_\_\_\_\_\_\_\_

This Statement of Work # enter # of SOW (“SOW”) is issued pursuant to Purchase Agreement # \_\_\_\_\_\_\_\_\_\_ between UC and Supplier (“Agreement”).

# Title and Description of the Scope of Goods and/or Services

Provide a general overview and background of Goods and/or Services to be provided. Briefly give the goal(s) and how the goal(s) will be met. This should be 2-3 sentences at most.

# Term of SOW

This SOW will begin on enter beginning date (“Effective Date”)and continue through enter ending date (“Expiry Date”). This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

# Key Tasks and Activities, Deliverables and Completion Timeframe

[UCI DEPT – YOU CAN USE THE TABLE BELOW OR YOU CAN USE THE PARAGRPH STYLE. CHOOSE ONE AND LEAVE THE OTHER BLANK – WE WILL DELETE THE ONE YOU DO NOT USE]

**Key Tasks and Activities:**

Insert specific details using action verbs like “create”, “develop”, “test”, “analyse”, “evaluate”, etc. Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not-to-exceed price. Request Supplier to provide data type, protected health information and other data.

**Deliverables**

List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns.

**Completion Deadlines or Milestones**

Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.

----OR----

|  |
| --- |
| **Supplier Obligations** |
| **Task**  | **Activities** | **Deliverables** | **Completion Date or Timeframe** |
| 1 | Insert general description of task. | Insert specific details using action verbs like “create”, “develop”, “test”, “analyse”, “evaluate”, etc. Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not-to-exceed price. Request Supplier to provide data type, protected health information and other data. | List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns. | Specific dates are best; can be stated as “Week 1”, “Week 2”, etc. |

**-----To insert additional lines in the table below, click on the blue ➕ sign at the end of the line item.-----**

# UC Obligations

Include appropriate language such as “UC will provide…” If none, then enter “N/A”

# Place of Performance

Check all that apply:

[ ]  On UCI’s campus or UCI lease space. describe the campus location.

[ ]  Supplier’s place of business

[ ]  Other: state the location.

# Key Personnel

Supplier’s Account Manager is listed below, is subject to UC approval, and hasoverall responsibility for managing the UC/Supplier relationship:

|  |  |
| --- | --- |
| **Name & Title** | Enter Supplier Account Manager name and title. |
| **Company** | Enter Supplier Company name. |
| **Phone** | Enter Supplier phone number. |
| **Email** | Enter Supplier email. |
| **Address** | Enter Supplier address. |

Subcontractors authorized to provide Goods and/or Services under this SOW:

|  |  |
| --- | --- |
| **Name of Subcontractor** | **Goods and/or Services the Subcontractor will provide** |
| Enter Subcontractor name or N/A. | Enter Subcontractor’s services or N/A. |

UC’S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

|  |  |
| --- | --- |
| **Name & Title** | Enter UC Project Manager Name and Title. |
| **Department** | Enter UC Department Name. |
| **Phone** | Enter UC phone number. |
| **Email** | Enter UC email address. |
| **Address** | Enter UC address. |

# Report Requirements

Identify any key reports that should be produced by Supplier or any critical reporting events. This can be included in the table above if preferred. If none, enter “N/A”.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

# Assumptions

If the work is based on certain assumptions, please describe. If not, enter “N/A”.

# Pricing

Supplier shall provide all Goods and Services at the following fees/prices:

[ ]  as fixed price services, inclusive of all fees, costs, or other expenses: State the total fixed price cost/fee for this service $\_\_\_\_\_\_\_\_

OR

[ ]  as time and materials services at the following rates:

**(if more than one person will render services, click on the “+” icon on the right side of the table.)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name or Position Title of Persons Rendering Services** | **Rate per Hour/Day** | **Duration** | **Extended Cost of Fees (in USD)** |
| Company representative | Can include time and materials using hourly rate, whether there is a “not to exceed” cap, or a flat fee. | Specify duration (e.g., 120 hours, 3 months, or 1 year). | Specify extended dollar amount |
| Company representative | Can include time and materials using hourly rate, whether there is a “not to exceed” cap, or a flat fee. | Specify duration (e.g., 120 hours, 3 months, or 1 year). | Specify extended dollar amount |
| Maximum Expenses (if any): Description of Expenses: Click or tap here to enter text.**All travel expenses must be incurred consistent with** [**UC Travel Policy G-28.**](https://policy.ucop.edu/doc/3420365/BFB-G-28)**and** [**UC Irvine policy Sec. 715-01.**](https://www.policies.uci.edu/policies/pols/715-01.php) | Enter expense total. |
| **Maximum Authorized Total:**  | **Specify max cost** |

Payment Schedule:

OPTIONAL: If payments will be made at set intervals, or upon completion of certain milestones, describe the timing and percentage of those payments. Note that UCI should not make advance payment before work is complete. Enter N/A if payments will simply be made upon receipt of an invoice.

# Program Requirements

Include specifics if appropriate. If not, enter “N/A”.

#  Acceptance Criteria and Testing

If the final product or solution is subject to UCI testing to confirm it works, please describe the process for UCI’s testing and final acceptance. If not, enter “N/A”.

#  Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier’s receipt of UC’s Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier’s receipt of UC’s Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier’s response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier’s response to the Amendment, if any. Supplier’s implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

#  No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work 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.

#  Additional Special Terms

If applicable: If recording devices will be allowed, add the following: “Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier’s use of recording devices in such discussion is proposed as follows: (Insert terms)”. If not, enter “N/A”.

[END OF STATEMENT OF WORK]

**Once complete, please upload the Word version of this draft to your KFS requisition.**

**The assigned Team member will assist you with getting it ready for signatures.**

**Thank you.**