This Agreement to furnish certain professional services described herein and the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, [Buyer: If applicable, add name of campus], and the supplier named below (Supplier).

1. **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. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier.

2. **Term of Agreement/Termination of Statement of Services**

   a) [Buyer: Select one of the following alternatives]

   The term of the Agreement will be from **Date** and through **Date** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

   The initial term of the Agreement will be from **Date** and through **Date** (Initial Term) and is subject to earlier termination as provided below. It will automatically renew for successive one-year periods (Renewal Term) unless either party provides the other party with at least ___ calendar days’ written notice of nonrenewal before the end of the Initial Term or any Renewal Term. [Buyer: Number of days will depend on goods and services, and time needed to obtain replacement if necessary.]

   The term of the Agreement will commence on **Date** and is subject to termination for convenience or in the case of a breach as provided below. Otherwise, it will remain in force until terminated by either party with at least ___ calendar days’ written notice. [Buyer: Number of days will depend on goods and services, and time needed to obtain replacement if necessary.]

   b) UC may terminate the Agreement for convenience by giving Supplier at least ___ calendar days' written notice. [Buyer: UC standard is 30 days; subject to negotiation.]

   c) UC or Supplier may terminate the Agreement for cause by giving the other party at least ___ 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. [Buyer: UC standard is 15 days; subject to negotiation.]
3. **Purchase Order; Advance Payments**

Unless otherwise provided in the Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services. No payments will be made in advance of work performed, except as specified in the Agreement.

4. **Invoices and Pricing**

All invoices must be itemized according to the Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed [Buyer: Customize as appropriate the invoice information required]. UC payment terms are net 30 unless otherwise stated in the Agreement. Unless the Agreement is amended, the total price for Services may not exceed $______.

5. **Notices**

As provided in the Terms and Conditions, 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]. [Buyer: If Email is unacceptable, omit the immediately preceding sentence, the Email address fields below, and the Email provision in the Insurance provision.]

For UC:

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For Supplier:

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6. **Intellectual Property, Copyright and Patents [Select one]**

/___/ The Services involve Work Made for Hire

/___/ The Services do not involve Work Made for Hire

7. **Federally Funded Contracts; Grants and Cooperative Agreements**

[Buyer: Include this section ONLY if you have knowledge of the contract/agreement number.]

a) For federally-funded contracts, the contract number is: _________________________.

b) For contracts funded by a grant or cooperative agreement, the grant or cooperative agreement number is: _________________________.

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8. 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).

9. Insurance

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].

10. Service-Specific and/or Goods-Specific Provisions

[Buyer: Use this section to add provisions that apply to the specific type of services – for instance, research, photography, advertising, event hosting, etc.]

11. 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.

12. Amendments to UC Terms and Conditions

The UC Terms and Conditions [Buyer: indicate whether the T&Cs are “– Goods and Services” or “– Services”] are hereby amended as follows:

[Buyer: Indicate in this section which T&C provisions are deleted or amended. This will address T&C provisions with which the Supplier takes exception.]

13. 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:

a) Statement of Work – Attachment A

b) [Buyer: Insert, as the case may be: Terms and Conditions – Goods and Services, or Terms and Conditions – Services]

c) [Buyer: List others, with all incorporated documents being in order of precedence]

14. 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.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA [SUPPLIER NAME]

(Signature – Responsible Administrative Official) (Signature)

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

(Date) (Date)

(Signature – Program Review Official)

(Printed Name, Title)

(Date)