



UNIVERSITY OF CALIFORNIA

Master Services Agreement

This Agreement to furnish certain professional services described herein and 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 San Diego and **Supplier Name** ("Supplier"). 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

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.

2. Term of Agreement and Termination of Services

- a) The term of the Agreement will be from **month, day, year** and through **month, day, year** and 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 thirty (30) calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least fifteen (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.

3. 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.

4. Invoices and Pricing

All invoices must be itemized and include the Purchase Order Number, the Supplier's taxpayer identification number, payment remittance instructions, a period of performance, and a detailed description of the Services performed. Pricing is addressed in the Statement of Work.

Please submit your invoices via Transcepta. If you are not currently registered to do so, you may sign up with them free of charge (<http://connect.transcepta.com/ucsd>). You may check invoice status via PaymentWorks (<https://www.paymentworks.com/app>). Reach out to the client referenced in the "Send Order Confirmation to" section for an invitation if you do not have one already.

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 – **Supplier Name**.

To UC, regarding contract issues not addressed above:

Name: Buyer Name

Email: Buyer Email

To Supplier:

Name:

Phone:

Email:

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

Name:

Phone:

Email:

6. Intellectual Property, Copyright and Patents

The 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 T&Cs.

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. Covered Services

The Services do not involve Covered Services, and they are not subject to the Contracting for Covered Services warranties in the T&Cs.

11. Insurance

Prior to the commencement of Services, Supplier shall 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 – Supplier Name.

12. Restrictions 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).

13. 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.

14. 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) [UC Terms and Conditions of Purchase, dated 7/1/2024](#) – Attachment B

15. 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
ON BEHALF OF THE UNIVERSITY OF
CALIFORNIA SAN DIEGO**

SUPPLIER NAME

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)