



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement # 2021002889_____

As a result of Request for Proposal for General Lab Supplies, RFP# 2101-July 2020, the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public cooperation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Fisher Scientific Company L.L.C.
300 Industry Drive
Pittsburgh PA 15275
[\(800\) 556-2323](tel:8005562323)

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/Termination

- a) Unless terminated per section 20, Termination of Agreement, this Agreement shall be effective for a period of four (4) years, from June 15, 2021 ("Effective Date") through June 30, 2025. Thereafter, the parties may by mutual agreement renew or extend the Agreement for additional two (2)-year periods, up to eight (8) years maximum agreement duration, at the same terms and conditions upon mutual agreement of the parties.
- b) Either party may terminate this Agreement for cause, at any time, upon sixty (60) days prior written notice of termination and to the extent thereof without penalty. A party shall have sixty (60) days from the date it receives notice in which to cure any material breach of the Agreement and termination shall be effective at the end of such period only if a party fails to cure the breach.
- c) If any termination of this Agreement takes place, Supplier shall extend to UC, upon UC's request, an additional ninety (90) day period to properly implement a smooth transition. Fees for the services performed during the additional ninety (90) days will be negotiated in good faith between UC and Seller.

3. Purchase Order; Advance Payments

Supplier may not begin providing Goods and/or Services until UC approved Purchase Order for the Goods and/or Services is submitted to the Supplier.



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

Not Applicable

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. Incorporated Documents and Order of Precedence

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. This Agreement #2021002889 – "University of California Strategic Sourcing Agreement"
2. Non-Disclosure Agreement for Participating Public Agencies
3. Letter of Intent for Participating Public Agencies
4. Fisher's response to RFP#2101-July2020
5. RFP#2101-July2020 General Lab Supplies and Distribution Services

16. 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.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

(Signature)

(William Cooper, Vice President & CPO)

6/10/2021

(Date)

FISHER SCIENTIFIC COMPANY L.L.C.

(Signature)

(Lisa V. Witte, President, North America and Emerging Markets)

Wednesday, June 9, 2021

(Date)