



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 corporation (“UC”) on behalf of the University of California, and the supplier named below (“Supplier”). This Master Service 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/Termination

- a) The initial term of the Agreement will be from **October 1, 2019** and through **September 30, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Five (5) successive One (1) -year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- 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 **30** 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. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to **Attachment B – Pricing Schedule** for Pricing.

For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

### Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination**.

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;



Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

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**

**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]. 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 contract issues not addressed above:

<b>Name</b>	Reynaldo Cano-Boza
<b>Title</b>	Sr. Commodity Manager
<b>Phone</b>	(510) 987-9893
<b>Email</b>	<a href="mailto:Reynaldo.Cano-Boza@ucop.edu">Reynaldo.Cano-Boza@ucop.edu</a>
<b>Address</b>	7835 Trade Street, Suite 100 San Diego, CA 92121

To Supplier:

<b>Name</b>	Brad Fleming
<b>Title</b>	Director, Institutional Vertical
<b>Phone</b>	309-314-0880 (Cell)
<b>Email</b>	<a href="mailto:Brad.Fleming@kone.com">Brad.Fleming@kone.com</a>
<b>Address</b>	4225 Naperville Road, Suite 400 Lisle, IL. 60532

**6. Intellectual Property, Copyright and Patents**

The Goods and/or Services involve Work Made for Hire

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

**7. Patient Protection and Affordable Care Act (PPACA)**

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

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 Services.

## **9. Fair Wage/Fair Work**

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

## **10. 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).

## **11. 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 – **KONE Inc.**

## **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.

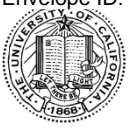
## **15. Amendments to UC Terms and Conditions of Purchase**

The UC Terms and Conditions of Purchase, dated 08/06/2019 are hereby amended as follows:

**Please refer to Attachment C – University of California Rider.**

## **16. Cooperative Purchasing**

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.



**17. Incorporated Documents**

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.


- a) Master Service Agreement # 2019.0001564
- b) UC Terms and Conditions of Purchase
- c) Attachment A - Statement of Work
- d) UC Request for Proposal# (000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019 ("RFP") and
- e) Supplier's responses thereto submitted on or about June 17, 2019 ("RFP Response")
- f) Attachment B – Pricing Schedule
- g) Attachment C – University of California Rider
- h) Omnia Exhibits F
- i) Omnia Exhibit G

**18. 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**

DocuSigned by:  
  
5FF213FE8EE0486...  
(Signature)

Dylan Paul  
Associate Director, Strategic Sourcing  
Facilities and Maintenance/Construction  
(Printed Name, Title)

11/1/2019  
\_\_\_\_\_  
(Date)

**KONE INC.**

  
\_\_\_\_\_  
(Signature)

Jeffrey S. Blum  
Senior Vice President  
\_\_\_\_\_  
(Printed Name, Title)

11/01/2019  
\_\_\_\_\_  
(Date)

Opportunity #0009121443



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**RIDER**  
**University of California**

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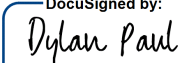
The parties hereby agree to be bound to the University of California Terms and Conditions of Purchase (“Terms and Conditions of Purchase”) between KONE Inc. ("Contractor") and the Regents of the University of California ("Owner") together with the terms contained in this Rider. However, in the event of conflict between terms contained in the Terms and Condition of Purchase and this Rider, the terms in this Rider shall supersede and prevail.

1. In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to the goods and/or Services provided by Contractor.
2. Notwithstanding any provisions contained in the Terms and Conditions of Purchase to the contrary, Contractor's indemnification and defense obligations shall apply only to the extent caused by the negligence of Contractor (or its subordinates) and not to the extent caused by others.
3. In lieu of additional insured. Contractor will provide an Owner's and Contractor's Protective Liability (OCPL) policy, which lists Owner as a named Insured. This policy will remain in effect for the duration of the Agreement and the limit will be \$2,000,000.
4. Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Owner's sole responsibility and expense.
5. Owner will provide a safe workplace for Contractor personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Owner will be responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

6. Notwithstanding any provisions contained in the Terms and Conditions of Purchase to the contrary, Contractor shall retain ownership of all intellectual property rights involving the goods and/or services provided by Contractor.

**ACCEPTED:**

**Regents of the University of California**

DocuSigned by:  
  
BY: \_\_\_\_\_  
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TITLE: Dylan Paul  
Associate Director, Strategic Sourcing  
Facilities and Maintenance/Construction

DATE: 11/1/2019

**KONE Inc.**

  
BY: \_\_\_\_\_

TITLE: Jeffrey S. Blum  
Senior Vice President

DATE: 11/01/2019

Opportunity #0009121443












Address, City, State, and Zip Code: 4225 Naperville Road, Suite 400 Lisle IL 60532

Phone Number: 630 955 4555 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: ERIC CANNON, Director Compliance

Email Address: ERIC.CANNON@KUIVIE.COM

Signature of Authorized Representative:  Date: 9/23/19

