



33396043

THE UNIVERSITY OF CALIFORNIA, DAVIS  
PURCHASE ORDER

PO: UCD51912

Vendor BENJAMIN CHAN 4822 NE 28TH AVE PORTLAND, OR 97211		Shipping Address COLEMAN, CAROLYN Grange II 2103 Stockton Blvd. Sacramento, CA 95817 916-734-4082	
Shipping Terms		Payment Terms NET	
Delivery Date		Billing Address SUZETTE HALE 2103 STOCKTON BLVD., STE. 2224 SACRAMENTO, CA 95817	
Order Date 08-11-2014	Customer #		
Delivery Instructions	Agreement Number		
Cost Source Vendor quote or email			
Vendor Note(s)			

Item No.	Quantity	UOM	Description	Catalog#	Unit Cost	Extended Cost
1			Together with Dr. Melnikow, he will lead the systematic review.		10750.0000	\$10,750.00
				Total order amount:		\$10,750.00

## Terms and Conditions

1. THIS AGREEMENT is made by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Center for Healthcare Policy and Research at its Davis campus (University) and Benjamin Chan (Independent Contractor).

The parties agree as follows:

1) SERVICES. Independent Contractor together with Dr. Melnikow, lead the systematic review as well as:  
Collaborate in design of the search strategy, review and abstraction of relevant studies, and study quality assessment.  
Conduct the meta- analysis for the systematic review and create tables and graphics to present the results.  
Collaborate in interpretation of the findings from the systematic review and insure that data from the NSABP B30 analysis is appropriately incorporated in the systematic review.  
Independent Contractor has experience with the use of Bayesian techniques to incorporate new information in meta-analyses and may apply this approach to inclusion of the B-30 findings in the systematic review for selected outcomes.  
Contribute to draft reports and manuscripts reporting project findings.  
Participate in regular conference calls.

2) TERM. The services described in section 1 shall be provided from August 12, 2014 through March 31, 2015.

3) COMPENSATION/PAYMENT. For services rendered, Independent Contractor shall be paid a fee of \$800 per day for 12 days plus \$1,150 for travel. Total not to exceed amount for term referenced above is \$10,750. Payment terms are Net 30 days upon receipt of invoice for services completed. Invoices with the University identifying number of this Purchase Order must be submitted to the INVOICE TO: address and contact identified on the cover page of the order.

4) CONFLICT OF INTEREST. Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an economic interest in the Agreement or the Supplier. A UC employee's economic interest means (a) an investment worth \$2,000 or more in the Supplier or affiliate, (b) a position as director, officer, partner, trustee, employee or manager of the Supplier or affiliate, (c) receipt during the past 12 months of \$500 in income or \$440 in gifts from the Supplier or affiliate, or (d) a personal financial benefit from the Agreement in the amount of \$250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes.

5) EXPENSES. Independent Contractor shall provide, at their own expense, all equipment, materials, and related services as are necessary to perform their obligations pursuant to this agreement.

6) TERMINATION. This agreement may be terminated for convenience by either party upon five (5) days notice to the other. If the services described in this agreement are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Independent Contractor. If this agreement is terminated at any time during the agreement period, Independent Contractor will be compensated for all completed services rendered up to and including their last day of service. University reserves the right to determine what shall be deemed completed services.

7) INDEPENDENT CONTRACTOR STATUS Both parties agree that in the performance of this agreement the Independent Contractor will not be an agent or employee of University, will not be covered by University's Workers Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor shall they be entitled to any other University benefits.

2. 8) INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS.

A. Seller acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered a "work made for hire" under U.S. copyright law and all title, interest, and rights to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such



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Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all rights, title, and interest to and in such Deliverables and any copyrights or trademarks thereto. Supplier further agrees to promptly execute any additional documents or forms that may be required by UC in order to effectuate said assignment and to allow UC to register the works with the U.S. Copyright Office or the U.S. Patent and Trademark Office. Supplier also hereby assigns any potentially patentable inventions made by Supplier in the performance of the Agreement.

B. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UCs prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

C. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with this Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. Supplier will, at UC expense, execute all documents and do all things necessary or proper with respect to such patent applications. Supplier is specifically subject to an obligation to assign all right, title and interest in any such patent rights to UC as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

9) INDEMNIFICATION. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

3. 10) NOTIFICATION. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, at the following addresses:

UNIVERSITY  
Business Contracts Department  
University of California  
One Shields Avenue  
Davis, CA 95616

INDEPENDENT CONTRACTOR  
Benjamin Chan  
4822 NE 28th Ave  
Portland, OR 97211

Either party may change its address by written notice to the other during the term.

11) FEDERAL EXCLUSION WARRANTY. Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs and the Federal Procurement and Non-procurement Programs. This agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.

12) GOVERNING LAW. California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction for any and all actions arising out of or brought under the Agreement is in a court of competent jurisdiction, federal or state, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

13) INTEGRATION, AMENDMENT. This agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

14) AUDIT. This order shall be subject to the examination and audit by the State of California for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

15) SPONSOR AUDIT. The University, the Federal Sponsoring Agency, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, or records of the seller which are directly pertinent to this order for the purpose of making audits, examinations, excerpts, and transcriptions.

16) TAXPAYER IDENTIFICATION NUMBER. California Public Contract Code Section 10518 requires that each contractor (vendor) who enters into a contract with the University of California for \$10,000 or more be assigned an identification number and that such contractor use the assigned number on all subsequent contracts with the campus. The University of California has designated the contractor's Federal Employer Identification Number or Social Security Number, as appropriate on each contract or PO. The number shall remain unchanged regardless of future name changes. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. Disclosure of the Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security number is to verify your identity. The principal uses of the Social Security number shall



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be to report payments you have received to the Federal and State governments.

4. 17) EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR (para) 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR (para) 60-1.4 (a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

5. 18) TRAVEL. Independent Contractor shall receive reimbursement for reasonable travel expenses, billed in arrears and per University of California Policy BFB-G-28, Travel Regulations, which can be viewed at <http://policy.ucop.edu/doc/3420365/BFB-G-28>. Payments shall be made upon Independent Contractor's submission of invoices indicating the Agreement number and setting forth charges in accordance with rates detailed in paragraph III. Reimbursement under this subsection shall be made only upon presentation of all verifying receipts. Any expense reimbursement for meals and light refreshments shall comply with University of California Policy BUS-79, Expenditures for Business Meetings, Entertainment and Other Occasions, available at <http://policy.ucop.edu/doc/3420364/BFB-BUS-79>. University reserves the right to determine the reasonableness of any expenses under this restriction.

Address correspondence pertaining to this order to:

Contract Concerns	Invoice Concerns	Technical Questions
PALEC, VICKIE 530-754-1367 vjpalec@ucdavis.edu <a href="http://www.ucdavis.edu/">http://www.ucdavis.edu/</a>	CAROLYN COLEMAN 916-734-4082	CAROLYN COLEMAN 916-734-4082 CMCOLEMAN@UCDAVIS.EDU

### BUYER SIGNATURE

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**SIGNATURE**

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**PALEC, VICKIE**

**NAME PRINTED OR TYPED**