



UNIVERSITY  
OF  
CALIFORNIA

## SALES AND SERVICES AGREEMENT #2024BC-141

This Sales and Services Agreement (this “Agreement”), dated 10/29/2024 (the “Effective Date”), is by and between The Regents of the University of California (“University”), a California public corporation, on behalf of the University of California, Irvine, ICTS Biostatistics, Epidemiology, Research & Design and the UCI Center for Statistical Consulting, and Chapman University (“Client”), having a principal place of business at One University Drive, Orange, CA 92866. This Agreement is intended to replace the Sales and Service Agreement #2024BC-005 date May 1, 2023, which is hereby terminated as of Effective Date of this Agreement.

In consideration of the mutual covenants in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement begins on 12/1/2024 and ends on 9/30/2025 , unless terminated earlier by either of the parties pursuant to this Agreement (the “Term”).

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days’ prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a “material breach” of this Agreement for the purposes of this provision.

### Section 2 – Statement of Work.

#### 2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

#### 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any

patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 –Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

#### **4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**University shall provide proof of insurance endorsing Chapman University as additionally insured showing amounts of coverage as provided in this section.**

#### **Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### **Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE LIMITS OF INSURANCE COVERAGE REQUIRED HEREIN. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### **Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior

written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to the University contact listed on Exhibit A that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A. **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]**".

#### **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

#### **Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

#### **Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University

employee's "economic interest" means:

- 1) An investment worth \$2,000 or more in Client or its affiliate;
- 2) A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- 3) Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- 4) A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

#### **Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

#### **Section 16 – Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

#### **Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### **Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

#### **Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

#### **Section 20 – Governing Law and Venue.**

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

#### **Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or

contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

### Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA ON BEHALF OF THE  
UNIVERSITY OF CALIFORNIA, IRVINE ("University")**

**Client: CHAPMAN UNIVERSITY**

DocuSigned by:

Andria Meyer 12/5/2024  
6FAFF0CDC3FC44F  
(UC Irvine Department Approval) Date  
Name: Andria Meyer  
Title: Chief Administrative Officer, ICTS

Harold W. Hewitt, Jr. 12/2/24  
Signature Date  
Name: Harold W. Hewitt, Jr.  
Title: Exec VP/COO  
Tax ID #: 95-1643992

DocuSigned by:

Snehal Bhatt 12/5/2024  
Signature Date  
Name: Snehal Bhatt  
Title: Chief Procurement Officer, Procurement Services

**SMOKE AND TOBACCO-FREE ENVIRONMENT:** The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/policies/pols/903-14.html>.

## **EXHIBIT A – STATEMENT OF WORK**

### **I. PARTIES**

#### **CLIENT**

Full Legal Name: Chapman University

Business Address  
(city state, Zip, & country if  
outside of US) One University Drive, Orange, CA 92866

Phone Number: (714) 516-5799 (office)

Client Contact: Dr. Martina Nieswandt, Vice President for Research

Invoice Remittance  
Address/Instructions: One University Drive, Orange, CA 92866

Notices Should be Sent To: Chapman University  
Attn: EVP & Chief Operating Officer  
One University Drive  
Orange, CA 92866

#### **UNIVERSITY**

Campus Department: Institute for Clinical and Translational Science & UCI Center for  
Statistical Consulting

Address: 843 Health Sciences Road, Irvine, CA 92697

Phone Number: ICTS Clinical Research Services Office: (949) 824-3350  
Joni Ricks-Oddie: (949) 824-0513

University Contact: Andria Meyer: apontell@hs.uci.edu  
Joni Ricks-Oddie: jricksod@uci.edu

Additional Payee Information  
(if applicable): N/A

### **III. STATEMENT OF WORK**

Services:	The statistical and consulting services will be provided by UCI, ICTS BERD and The Statistical Consulting Center. The primary activities of these units include statistical support for grant submissions, statistical and design issues for new studies, statistical analysis of data and consultation, development of clinical research protocols, manuscript writing and revisions assistance and other statistical services as needed by the project. University agrees to make its best effort to complete all of the work requested and to complete it within the agreed upon time frame.
Deliverables:	Deliverables are project specific and can be dependent on IRB approval. Deliverables can include but are not limited to the write-up of study design, documentation of statistical methods, write-up and interpretation of results, creation of tables to present results for inclusion in reports and manuscripts, write-up of statistical analysis plan, and other deliverables as established by the ICTS BERD and UCI Center for Statistical Consulting Statisticians. Deliverables will be outlined and documented in a separate Scope of Work.
Information/Materials provided by Client:	Information and material are project specific.
Additional Client Responsibilities:	It is the responsibility of the Client to remove any PHI from the data provided ot ICTS BERD and the UCI Center for Statistical Consulting Statisticians.

#### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):	\$145 per hour
Billing Schedule:	Monthly
Payment Terms:	Upon presentation of an Invoice. Past due if payment not received within 30 days.
Payments Accepted:	ACH, Wire Transfer, Paper Check
Payable to:	The Regents of the University of California
Payment Address:	UCI Payment Services 228 Aldrich Hall Irvine, CA 92697-1975

**All payments must reference this Agreement number #2024BC-141.**



Certificate Of Completion

Envelope Id: E7384A3CE9C94170850A0718479521D1  
Subject: UCI Chapman University 2024 SSA 12.4.24.pdf  
Source Envelope:  
Document Pages: 8  
Certificate Pages: 5  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Ashley Richardson  
415 Aldrich Hall  
Irvine, CA 92697-1025  
aaricha2@uci.edu  
IP Address: 76.169.36.254

Record Tracking

Status: Original  
12/5/2024 12:29:42 PM  
Holder: Ashley Richardson  
aaricha2@uci.edu  
Location: DocuSign

Signer Events

Andria Meyer  
apontell@uci.edu  
Chief Administrative Officer  
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 68.4.48.169

Timestamp

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Viewed: 12/5/2024 12:43:21 PM  
Signed: 12/5/2024 1:19:00 PM

Electronic Record and Signature Disclosure:  
Accepted: 12/5/2024 12:43:21 PM  
ID: 123d47f1-0388-4e36-8546-a5561d91f92c

Snehal Bhatt  
snehalb@uci.edu  
Chief Procurement Officer  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
EEE15A657B78467...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 169.235.64.130

Sent: 12/5/2024 1:19:01 PM  
Viewed: 12/5/2024 1:22:31 PM  
Signed: 12/5/2024 2:59:23 PM

Electronic Record and Signature Disclosure:  
Accepted: 12/5/2024 2:58:45 PM  
ID: ad4d1372-d2e5-43f2-9974-7e00d4378e48

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Margaret Erel merel@uci.edu UCI Account Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 12/5/2024 2:59:25 PM Viewed: 12/5/2024 3:04:34 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/5/2024 1:22:31 PM
Signing Complete	Security Checked	12/5/2024 2:59:23 PM
Completed	Security Checked	12/5/2024 2:59:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, UCI Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact UCI Account:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise UCI Account of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [UCI@uci.edu](mailto:UCI@uci.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from UCI Account**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [UCI@uci.edu](mailto:UCI@uci.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with UCI Account**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify UCI Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by UCI Account during the course of your relationship with UCI Account.