



As a result of Request for Proposal # (UC-wide eBike Purchase Program 003133-APR2023), 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.

**Cooperative Purchasing:** Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) registered with OMNIA Partners, Public Sector (“Participating Public Agencies”) under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC’s responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

## 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 term of the Agreement will be from **November 1, 2023** and through **November 1, 2029** 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 **30** calendar days' written notice.

## 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

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.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

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

**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:

<b>Name</b>	Sean Parker
<b>Email</b>	Sean.Parker@ucop.edu
<b>Address</b>	1111 Franklin Ave.
	Oakland, CA. 94607

To Supplier:

<b>Name</b>	Elaine Geng
<b>Phone</b>	+1 917-244-7779
<b>Email</b>	elaine.geng@velotric.bike
<b>Address</b>	845 West End Avenue 3B, New York, NY

**6. Intellectual Property, Copyright and Patents – Not Applicable**

**7. Patient Protection and Affordable Care Act (PPACA) – Not Applicable**

**8. Prevailing Wages - Not Applicable**

**9. Fair Wage/Fair Work - Not Applicable**

**10. Federally Funded Contracts, Grants, and Cooperative Agreements**

- Not Applicable

**11. Restriction Relating to Consulting Services or Similar Contracts –  
Follow-on Contracts - Not Applicable**

**12. 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

**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. Not Used**

**16. Not Used**

**17. Not Used**

**18. Not Used**

**19. Incorporated Documents**

This Agreement and its Incorporated Documents in Order of Precedence: Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

- a. Purchasing Agreement - 2023003916
- b. UC Terms and Conditions of Purchase
- c. Statement of Work – Attachment A – Velotric Pricing
- d. Supplier's Response to RFP # UC-wide eBike Purchase Program 003133-APR2023

## 20. 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)

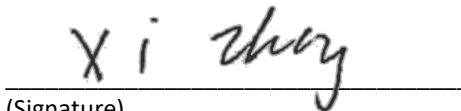
Sean Parker, Director

(Printed Name, Title)

10/31/2023

(Date)

**Velopower, Inc.**



(Signature)

ZHANG XI, Director

(Printed Name, Title)

2023/10/26

(Date)