

**ATTACHMENT
BULLETIN 99-05
GENERAL PROVISIONS FOR SERVICES
CRL 050
Revision 1/29/99**

Revised Clauses:

2. (d) *Payment shall not be due until the later of: (a) the performance completion date of services; or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.*
21. Violation of Air or Water Pollution Laws: Unless the Contract is less than **\$5,000** **\$10,000** or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. If such determination is final, Government Code Section 4481 requires the State Water Resource Control Board and the Air Resources Board to notify State agencies of such persons.

Prior to an award, the University shall determine whether the intended awardee is a person included in notices from the Boards by reference to notices. No award will be made to a person who is identified either by the published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

23(b) Patent, Copyright, and Trade Secret Indemnity:

Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If ~~neither or~~ *none of* these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.

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New Clauses:

- 30 *Americans With Disabilities Act (ADA): Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)*
- 31 *Child Support Compliance Act: For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:*
- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and*
 - (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.*