

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
SHI International Corp.
Master Agreement No: ADSPO 16-130651
(hereinafter "Contractor")**

And

State of ND
(hereinafter "Participating State/Entity")

Page 1 of 5

1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State *(or State Entity)* authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

Software titles excluded from this Participating Addendum include:

- A. Adobe (only excluded for state agencies)
- B. Barracuda (only excluded for state agencies)
- C. Cisco (only excluded for state agencies)
- D. ESRI (excluded for state agencies and higher ed)
- E. Microsoft (excluded for state agencies and higher ed)
- F. Oracle (only excluded for state agencies)

2. Participation: Cooperative Purchase: This Participating Addendum is available for use by the Participating State's entities, governmental boards and commissions, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, nonprofit entities established on behalf of public entities, tribal agencies, and the International Peace Garden. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. **Payment of Taxes by State**: Participating State is not responsible for and will not pay local, state, or federal taxes. Participating State sales tax exemption number is E-2001. Participating State will furnish certificates of exemption upon request by Contractor. (Supplementing Master Agreement terms and conditions)

B. **Purchasing Card**: Participating State may make a payment using a government credit card.

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Page 2 of 5

Contractor will accept a government credit card without passing the processing fees for the government credit card back to Participating State, provided such charges are less than \$10,000.00.. (Supplementing Master Agreement terms and conditions)

- C. Term of Contract:** This Participating Addendum will be effective on the later of 10/1/2016 or the date signed by both parties and will be coterminous with the Master Contract. (Supplementing Master Agreement terms and conditions)
- D. Termination for Lacking of Funding or Authority:** Participating State, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions (Supplementing Master Agreement terms and conditions):
- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - ii. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
 - iii. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- E. Confidentiality:** Contractor shall not use or disclose any information it receives from Participating State under this Participating Addendum that Participating State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating State. Participating State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Participating State and Contractor to maintain confidentiality of information under this section continues beyond the term of this Participating Addendum. (Supplementing Master Agreement terms and conditions)

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Page 3 of 5

- F. Compliance with Public Record Laws:** Contractor understands that, in accordance with this Participating Addendum's Confidentiality clause (section 3E), Participating State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Participating Addendum, except for records that are confidential under this Participating Addendum, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact Participating State promptly upon receiving a request for information under the public records law and to comply with Participating State's instructions on how to respond to the request. (Supplementing Master Agreement terms and conditions)
- G. Applicable Law and Venue:** This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be brought adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*. (Supplementing Master Agreement terms and conditions)
- H. Alternative Dispute Resolution:** Participating State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating State does not waive any right to a jury trial. (Supplementing Master Agreement terms and conditions)
- I. Attorney Fees and Costs:** In the event a lawsuit is instituted by Participating State to obtain performance under this Participating Addendum, and Participating State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating State's reasonable attorney fees and costs in connection with the lawsuit. (Supplementing Master Agreement terms and conditions)
- 4. Lease Agreements:** *Leasing programs are not allowed under this Participating Addendum.*
- 5. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Page 4 of 5

Contractor

Name	Kevin Farrell
Address	290 Davidson Ave, Somerset, NJ 08873
Telephone	888-289-6088
Fax	877-289-6088
E-mail	Kevin_farrell@shi.com

Participating Entity

Name	Tricia Opp
Address	600 East Boulevard Ave, Dept 012, Bismarck, ND 58505
Telephone	701-328-1721
Fax	701-328-1615
E-mail	topp@nd.gov

6. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of North Dakota, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The **Contractor** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. **Order of Precedence:** In the event of any inconsistency between the articles, attachments, and/or provisions which constitute this contract, the following descending order of precedence shall apply:

- a. State of North Dakota Participating Addendum, including amendments
- b. NASPO ValuePoint Master Agreement number ADSPO16-130651.

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Page 5 of 5

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>North Dakota</i>	Contractor: <i>SHI International Corp</i>
Signature: 	Signature: 
Name: <i>Tricia Opp</i>	Name: <i>Kevin Farnett</i>
Title: <i>Procurement Officer (I)</i>	Title: <i>Account Executive</i>
Date: <i>9/29/16</i>	Date: <i>9/23/2016</i>

Natalie Skowron
Natalie Skowron
St. Catharines Manager
10/20/16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint
 Cooperative Development Coordinator
 Telephone
 Email

Ted Fosket
 (907) 723-3360
 tfosket@naspovaluepoint.org

**PLEASE EMAIL FULLY EXECUTED PDF COPY OF THIS DOCUMENT TO
 PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND
 POSTING IN APPROPRIATE DATA BASES**