

## **PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

**Between**

Hewlett-Packard Company

[hereinafter "Contractor"]

**and**

Midwestern Higher Education Compact

[hereinafter "Participating Entity"]

MHEC-090109.02

Page 1 of 5

### **1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by all public and not-for-profit higher education and higher education-related entities, K-12, and state, local, and political subdivisions in the state of Illinois. These entities have been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

### **2. Participation**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

### **3. Changes:**

#### **Governing Law (Section 31, page 19)**

As between MHEC and Contractor, this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota; and venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the State of Minnesota.

As between Purchasing Entity and Contractor, this Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Venue for any claim, dispute or action concerning and order placed against this Agreement or the effect of this Participating Addendum shall be in the State of Illinois.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company  
[hereinafter "Contractor"]

and

Midwestern Higher Education Compact  
[hereinafter "Participating Entity"]

MHEC-090109.02

Page 2 of 5

**Data Practices (Section 34, pages 20 and 21)**

"To the extent required by law, the Contractor and public Purchasing Entities agree to be bound by the Illinois Freedom of Information Act 5 ILCS 140 and the Illinois State Records Act 5 ILCS 160.

**Reporting and Fees (Section 44, pages 23-25)**

New paragraph added

"On a calendar-quarterly basis (where quarter one is January-March 31 and the quarter one report is due by April 30), Contractor will, in a timely manner, make available to MHEC utilization reports and information generated by the Participating Addendum, reflecting net invoiced Product and Service sales to Purchasing Entities utilizing this agreement # MHEC-090109.02. The information and reports and the associated fee payment have the same due dates. The check shall payable to the Midwestern Higher Education Commission for an amount equal to one twentieth percent (0.0005) of the net Product and Service sales for that quarter period (the "FEE")."

**Sovereign Immunity (Section 48, page 27)**

To the extent permitted by law, this Section shall apply to public Purchasing Entities, as well as to the State.

**MHEC Contract Provisions**

**The MHEC Contractual Provisions are incorporated into this Participating Addendum as Attachment A**

**4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Midwestern Higher Education Compact

[hereinafter "Participating Entity"]

MHEC-090109.02

Page 3 of 5

Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014.

The authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

**5. Lease Agreements**

Lease agreements are allowed under separate agreement.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke

Address: 112 Admin Bldg, St Paul, MN 55155

Telephone: (651) 201-2450

Fax: (651) 297-3996

E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

Contractor

Name: Debra Lee

Address: 442 Swan Blvd., Deerfield, IL 60015

Telephone: 847.537.0344

Fax: 281.927.5213

E-mail: [debra.lee@hp.com](mailto:debra.lee@hp.com)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Midwestern Higher Education Compact

[hereinafter "Participating Entity"]

MHEC-090109.02

Page 4 of 5

Participating Entity

Name: R. Grant Crawford

Address: 1300 South Second Street, Suite 130

Minneapolis, MN. 55454

Telephone: (612) 626-6383

Fax: (612) 626-8290

E-mail: grantc@mhec.org

**7. Servicing Subcontractors:**

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at [www.hp.com/buy/mhec](http://www.hp.com/buy/mhec) are eligible to support the Price Agreement. The listed HP Authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP.

Orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as specified in this section of the Participating Addendum.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number: MHEC-090109.02**

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett-Packard Company

[hereinafter "Contractor"]

and

Midwestern Higher Education Compact

[hereinafter "Participating Entity"]

MHEC-090109.02

Page 5 of 5

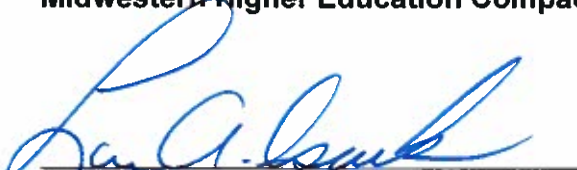
This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**Signatures as required by State Statutes, Rules or Policies**

**Midwestern Higher Education Compact**

**Hewlett-Packard Company**



Signature

Signature

Larry A. Jsaak

John deNoyelles

Printed Name

Printed Name

President

Public Sector Compliance

Title

Title

August 31, 2009

09/08/09

Date

Date