

**PARTICIPATING ADDENDUM
EXHIBIT C**

PARTICIPATING ADDENDUM

Legal Subscription Services

MASTER PRICE AGREEMENT
LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.
NASPO Master Price Agreement (Contract No. B26055)
State of Minnesota Participating Addendum (Contract No. 441081)
Participating Entity Name: State of MN

1. Scope

The State of Minnesota, various state agencies and departments, and current cooperative purchasing venture members (Acustomer@ - as defined in Minnesota Exhibit A) may purchase the products and services available in the Master Price Agreement (Contract No. B26055). This agreement is not a purchase order, nor does it guarantee any purchases to be made by the customer.

The State of MN Agencies and the State of Minnesota Cooperative Purchasing Venture (CPV) Members.

2. Changes:

The additional terms and conditions contained in the Minnesota Participating Addendum, Exhibit A, attached, are hereby incorporated by reference.

3. Conflicting Terms: In the event a conflict between the terms contained within Minnesota Participating Addendum, Exhibit A and NASPO Master Price Agreement ("Mater Price Agreement"), Minnesota Participating Addendum Exhibit A shall control.

4. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name: Dan Duffy

Participating Entity Name: State of Minnesota, Materials Management Division

Address: 112 Administration Bldg, 50 Sherburne Avenue, St. Paul MN, 55155

Telephone: 651.201.2449

Fax: 651.201.3996

E-mail: dan.duffy@state.mn.us

The primary Contractor contact for this participating addendum is as follows:

Name: Brian Cummings

Contractor: LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.

Address: 9443 Springboro Pike, Miamisburg, OH 45342

Email: brian.cummings@lexisnexis.com

Telephone: 937 865-6800 x55579

5. Subcontractors: The following subcontractor(s) are authorized to perform services. NONE.

6. Price Agreement Number:

All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the following price agreement number: [B26055](#).

7. **LexisNexis Order Forms:** The State of MN has reviewed Lexis's applicable Order Forms and hereby incorporates these documents into the Minnesota Participating Addendum.

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement. Contract #: B26055.

This Addendum and the 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Signed by governmental entity or state and contractor

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

Signatures as required by MN State Statutes, Rules or Policies

1. LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

Minnesota Exhibit A

Minnesota Additional General Conditions

1. DEFINITIONS.

a. CPV Program/Members. The Cooperative Purchasing Venture (CPV) program is established by Minn. Stat. ' 16C.03, subd. 10, which authorizes the Commissioner to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities]..., as described in section 471.59, subd. 1.@ Based on this authority, the Commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. Governmental entities joining the program are given an access code which identifies them as members and permits them to access the MMD web site to get information about State contracts. It is not legal for governmental entities who are not members of the CPV program to use State contract prices.@

b. State Agencies. This term applies only to State of Minnesota agencies, as defined in Minn. Stat. ' 15.01 and 15.021.

c. Customer. This term applies to any State of Minnesota agency or CPV member.

d. State. This term applies to all State of Minnesota agencies and CPV members.

2. EFFECTIVE DATE and CONTRACT PERIOD. Pursuant to Minnesota law this Participating Addendum shall be effective upon the date of final execution by the State. The Contract Period will be from May 1, 2009 or date of final execution by the State, to March 31, 2011 , with the option to extend up to 36 months, upon agreement by both parties.

3. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. ' 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.

4. GOVERNING LAW. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed goods@ within the meaning of the UCC, except when to so deem such services as goods@ is unreasonable.

5. PAYMENT. Minn. Stat. ' 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Purchasing entities other than State agencies will use best efforts to pay the Contract Vendor within 30 days of the date of such invoice.

6. PURCHASING CARD. The Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.

7. **DEFAULT.** A State purchase order constitutes a binding contract. All commodities furnished will be subject to inspection and acceptance by the requesting agency after delivery. No substitutions or cancellations are permitted without approval of the State contracting agency. Back orders, defaults in promised delivery, or failures to meet specifications in the purchase order and/or the Contract authorize the State contracting agency to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost of administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor=s list or suspended from receiving a contract for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted contracts.
8. **PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor as required by law.
9. **TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Participating Addendum may be canceled by the Contract Vendor upon 60 days written notice to the AMS.
10. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. Either party must notify the other of a change in address for notification purchases. All notices to the State shall be addressed as follows:

Dan Duffy	Fax: 651.297.3996
Acquisition Management	E-mail: dan.duffy@state.mn.us
Specialist	
50 Sherburne Avenue	
112 Administration Bldg.	
St. Paul, MN 55155	
11. The State of MN elects not to have Correctional Institutions purchase services for inmates off of this contract.