

**PARTICIPATING ADDENDUM  
NASPO CONTRACTING ALLIANCE  
FOR LEGAL SUBSCRIPTION SERVICES  
Between the State of Minnesota and WEST PUBLISHING  
CORPORATION, d/b/a WEST, a Thomson Reuters business**

**NASPO Master Price Agreement (Contract No. B26054)  
State of Minnesota Participating Addendum (Contract No. 440980)**

1. **Scope:** The State of Minnesota, various state agencies and departments, and current cooperative purchasing venture members ("customer" - as defined in Minnesota Participating Addendum Exhibit A) may purchase the products and services available in the NASPO Master Price Agreement (Contract No. B26054). This agreement is not a purchase order, nor does it guarantee any purchases to be made by the customer.
2. **Changes:** The additional terms and conditions contained in Minnesota Participating Addendum Exhibit A, attached, are hereby incorporated by reference.
3. **Conflicting Terms:** In the event of a conflict between the terms contained within Minnesota Participating Addendum Exhibit A and NASPO Master Price Agreement ("Master Price Agreement"), Minnesota Participating Addendum Exhibit A shall control.
4. **Primary Contact:** The primary government contact individual for this Participating Addendum is as follows:

Name: Dan Duffy  
Title: Acquisition Management Specialist  
Address: State of Minnesota  
Department of Administration  
Materials Management Division  
50 Sherburne Ave., 112 Administration Bldg.  
St. Paul, MN 55155  
Telephone: 651.201.2449  
Fax: 651.297.3996  
E-mail: dan.duffy@state.mn.us

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services. NONE
6. **Effect of Agreement:** This Participating Addendum ("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, or contrary 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.
7. **Westlaw Order Forms:** The State of Minnesota has reviewed West's applicable Order Forms and hereby incorporates these documents into the Minnesota Participating Addendum.

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

**Government Entity: State of Minnesota  
Materials Management Division**  
In accordance with Minn. Stat. 16C.03, Subd. 3

By: *D S DM*  
Name: DANIEL DUFFY  
Title: Acquisition Management Specialist  
Date: 4/30/09

**Contract Vendor: WEST PUBLISHING  
CORPORATION, d/b/a WEST, a Thomson  
Reuters business**

By: *Mark L. Capaldini*  
Name: Mark L. Capaldini  
Title: Vice President  
Date: 04/30/2009

**State of Minnesota - Commissioner of Administration**  
Or delegated representative

By: *Bernadette Kopischke*  
Name: Bernadette Kopischke  
Title: Acq. Supvr.  
Date: 4/30/09

Lead State: State of Minnesota

Date: \_\_\_\_\_

**Minnesota Participating Addendum 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. 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.
- 5. 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.
- 6. DEFAULT.** A State purchase order constitutes a binding contract. No substitutions or cancellations are permitted without approval of the State contracting agency. In the event that a default remains after the opportunity for cure, 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, and purchase elsewhere. In the event of default, the State reserves the right to pursue any other remedy available by law, which is not precluded by the NASPO Master Price Agreement. 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.
- 7. 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.
- 8. MINNESOTA REPORTING REQUIREMENTS.** The Contract Vendor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted on or before the required 30 days after the end of the quarter.

9. **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	Tel: 651.201.2449
Acquisition Management Specialist	Fax: 651.297.3996
50 Sherburne Avenue	E-mail: dan.duffy@state.mn.us
112 Administration Bldg.	
St. Paul, MN 55155	

The following individuals will act as key personnel for West:

Contact Manager for Minnesota (contact person for contract/addendum-related issues, modifications, and notices)

John S. Nelson	Tel: 651.687.4406
Manager, Government Contracts	Fax: 651.687.5686
610 Opperman Drive, D5-S493	E-mail: john.s.nelson@thomsonreuters.com
Eagan, MN 55123	

Project Manager for Minnesota (contact person for questions about West's content offerings, price plans, new sales/new orders, training, and basic account management)

Drew Larson	Tel: 651.454-5841
Regional Field Manager	E-mail: andrew.larson@thomsonreuters.com
610 Opperman Drive	
Eagan, MN 55123	