

**PARTICIPATING ADDENDUM
NASPO CONTRACTING ALLIANCE
FOR LEGAL SUBSCRIPTION SERVICES**
Between the STATE OF NORTH DAKOTA and WEST PUBLISHING CORPORATION d/b/a
WEST, a Thomson Reuters business

**NASPO Master Price Agreement (Contract No. B26054)
State of North Dakota Participating Addendum (Contract No. 215)**

This Participating Addendum will add the State of North Dakota as a Participating State to purchase from the NASPO Price Addendum, (Contract Number B26054).

1. **Scope:** The State of North Dakota, various state agencies and political subdivisions, and cooperative purchasing entities (as defined by North Dakota Century Code Section 54-44.4-13), 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:**

A. Effective Date and Contract Period:

The contract resulting from this participating addendum will follow the same contract period and renewal options as in the master NASPO contract.

B. Confidentiality and Compliance with Public Record Laws

CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

CONTRACTOR understands that, except for disclosures prohibited in this agreement, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under this agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law.

C. North Dakota Reporting Requirements

The contractor will supply the State of North Dakota Primary contact an annual report detailing the total sales of purchases by each agency.

3. **Conflicting Terms:** In the event of a conflict between the terms contained within North Dakota Participating Addendum and NASPO Master Price Agreement ("Master Price Agreement") and Westlaw Order Forms, the North Dakota Participating Addendum shall control.

4. **Notices and Primary Contact(s):** All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the primary contacts at the following addresses:

Government Contact:

Name: Angie Scherbenske
Title: Procurement Officer
Address: State Procurement Office
14th Floor Capitol Tower
600 E. Boulevard Ave. Dept 012
Bismarck, ND 58505-0310

Telephone: 701.328.2779
Fax: 701.328.1615
E-mail: ankscherben@nd.gov

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

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

Dan Aberg
Regional Manager
610 Opperman Drive
Eagan, MN 55123
Tel: 800.328.9352, ext. 88234
E-mail: dan.aberg@thomsonreuters.com

5. **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.
6. **Westlaw Order Forms:** The State of North Dakota has reviewed West's applicable Order Forms and hereby incorporates these documents into the North Dakota Participating Addendum.

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

Government Entity: State of North Dakota
OMB, State Procurement Office

By: Angie Scherbenske
Name: Angie Scherbenske
Title: Procurement Officer
Date: 5/29/2009

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

By: Mark L. Capaldira
Name: Mark L. Capaldira
Title: Vice President
Date: 05/28/2009