

PARTICIPATING ADDENDUM

FOR LEGAL SUBSCRIPTION SERVICES

MASTER PRICE AGREEMENT

LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.

NASPO Master Price Agreement (Contract No. B26055)

Between the State of West Virginia and LexisNexis, A Division of Reed Elsevier Inc.

This Participating Addendum will add the State of West Virginia as a Participating State to purchase from the NASPO , Number #B26055, with LexisNexis, A Division of Reed Elsevier Inc.(Name of Contractor)

1. **Scope:** All government agencies within the State of West Virginia, including all state agencies and local public bodies, cities, counties, and public schools and institutions of higher education are authorized to purchase products under the terms and conditions of this agreement.

2. **Changes:** Changes as noted in WV-96, attached hereto.

Reporting: All contractors will be required to process a quarterly usage report electronically to the Purchasing Division. The monthly report shall be submitted by the last day of the month following each quarter. Quarterly reports are required even if no activity has occurred. The quarterly report shall include, but is not limited to, the following Data Elements:

- 1) Customer Name
- 2) Agency
- 3) Agency Purchase Order Date
- 4) PO Number
- 5) PO Amount
- 6) Product/Service

Contractor may submit usage report electronically to: jo.a.adkins@wv.gov

Purchasing Card: The State of West Virginia currently utilizes a Visa purchasing card program which is used through a local bank. The contract must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed if agency utilized Visa p-card.

3. **Lease Agreements:** NONE

4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Name: Jo Ann Adkins, State of West Virginia Purchasing Division
Address: 2019 Washington Street, East, Charleston, WV 25305
Telephone: 304.558.2306
Fax: 304.558.4115
E-mail: jo.a.adkins@wv.gov

5. **Subcontractors:** None

6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include NASPO No. B26054

7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business

Procurement Card are authorized Purchase Orders under the NASPO Master Agreement.

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

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

Participating Entity: _____	Contractor: <u>LexisNexis, a div. of Reed Elsevier, Inc.</u>
By: _____	By: <u>[Signature]</u>
Name: _____	Name: <u>Derek M. Francis</u>
Title: _____	Title: <u>Pricing Analyst</u>
Date: _____	Date: <u>1-13-11</u>

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated. *to the best of my knowledge.*

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: LexisNexis, a division of Reed Elsevier Inc.

Authorized Signature: *[Signature]* Date: 10-22-10

State of Ohio

County of Montgomery, to-wit:

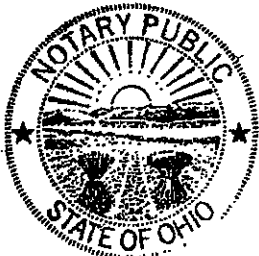
Taken, subscribed, and sworn to before me this 22 day of October, 2010.

My Commission expires Nov. 2, 2010

AFFIX SEAL HERE

MICAH S. ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2010
NOTARY PUBLIC

[Signature]



LEXISNEXIS LEGAL DEPT.
REVIEWED BY: *[Signature]*
DATE: 10-21-2010