

**PIGGYBACK AGREEMENT**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is made and entered on the last date signed below by and between **The University of West Florida Board of Trustees** ("UWF"), a Florida public body corporate, and **CISCO SYSTEMS, INC.** ("Contractor"), to provide the Services (as hereinafter defined) pursuant to the terms and conditions of this Agreement.

**RECITALS**

**WHEREAS**, the Florida Board of Governors' Regulation 18.001(1)(c) and UWF Regulation 6.0055 allow UWF to utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of UWF, to make purchases under contracts let by such other entities;

**WHEREAS**, on June 09, 2021, The Florida Department of Management Services entered into an Alternate Contract Source agreement #43220000-NASPO-19-ACS with Cisco Systems Inc. for the provisions of Data Communication Products and services; and

**WHEREAS**, the National Association of State Procurement Officials (NASPO) ValuePoint, utilized a Solicitation method to establish Master Agreements with qualified Offerors so that members may acquire Cloud Solutions and Data Communications Products and Services.

**WHEREAS**, the Contractor was selected as one of the successful vendors and awarded a Master Agreement Contract No: AR3227 ("Master Agreement") attached hereto as Exhibit "A" and which was subsequently adopted by the Contractor and the Florida Department of Management Services, via the attached NASPO ValuePoint Participating Addendum ("Participating Addendum") attached hereto as Exhibit "B" Participating Addendum No. 43220000-NASPO-19-ACS.

**NOW THEREFORE**, UWF and Contractor agree to utilize the Solicitation and Contract and enter into this Agreement for Contractor to provide the Services, contemplated in those agreements under the same terms and conditions, as those set forth in the Master Agreement and Participating Addendum agreement, as may be required by UWF, pursuant to the following details:

The aforementioned Exhibits are attached to this Agreement and are herein incorporated by this reference. In the event of any conflicts between the terms thereof, the documents (to the extent applicable) shall govern in the following order of precedence: (1) this Agreement;; (2) the Participating Addendum (Exhibit B); (3) the Master (Exhibit A). Notwithstanding the foregoing, the Terms and Conditions attached to this Agreement are incorporated into this Agreement and shall govern.

**BY SIGNING BELOW, CONTRACTOR REPRESENTS THAT CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.**

**Contractor:**

**CISCO SYSTEMS, INC.**

DocuSigned by:  
*Jenn Pate*  
Signature: \_\_\_\_\_  
Name: Jenn Pate  
Title: Authorized Signatory  
Date: 01/18/2022

**THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**

DocuSigned by:  
*Christine Miller*  
Signature: \_\_\_\_\_  
Name: Christine Miller  
Title: Interim Director Procurement and Contracts  
Date: 12/17/2021

DocuSigned by:  
*Approved as to Form and Legal Sufficiency*  
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**TERMS AND CONDITIONS**

1. **Effective Date.** The “Effective Date” of this Agreement shall be the date last executed by the Parties.
2. **Term.** This Agreement shall commence on Effective Date and shall continue while the Participating Addendum remains in effect (the “Term”).
3. **Notices.** Any notices required under this Agreement shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

**To Contractor:**

Cisco Systems, Inc.  
Office of the General Counsel  
Attn: Contract Notice  
170 West Tasman Drive  
San Jose, California 95134

**To UWF:**

**University of West Florida**  
Procurement Services  
11000 University Parkway  
Pensacola, Florida 32514  
Attn: Purchasing Director

*With a copy to:*

**University of West Florida**  
Office of the General Counsel  
11000 University Parkway  
Pensacola, Florida 32514

4. **Taxes.** UWF is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.
  5. **Sovereign Immunity.** Nothing in this Agreement shall be construed as an indemnification of the Contractor by UWF or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.
  6. **Entire Agreement.** This Agreement, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.
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THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.