



PARTICIPATING ADDENDUM

Under
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Participating State:

Participating State Name	State of (INSERT NAME) ("Participating State")
Office/Department Name:	Office of (INSERT NAME)
Primary Business Address:	(INSERT ADDRESS)
<i>Participating Addendum</i> State Contract ID #:	(INSERT #)
Other (Group / Award) ID #:	(INSERT #)

Contractor:

Contractor Name:	Cisco Systems Inc. ("Contractor" or "Cisco") 170 West Tasman Drive San Jose, California 95314
<i>Participating Addendum</i> Cisco Contract ID #:	(INSERT #)

This WSCA *Participating Addendum* between the above-referenced Participating State and Cisco (collectively hereafter referred to as the "Parties") is entered into for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties, on the terms and conditions set forth below as of the date of last signature below (the "Effective Date" of this *Participating Addendum*).

1. Authority & Scope

As an inducement to Cisco to enter into this agreement, the Participating State hereby warrants and represents to Cisco its legal authority to enter into this *Participating Addendum* for the purposes and upon the terms set forth herein.

[NOTE: The following section is to be drafted by the Participating State describing (1) that entity's legal authority to enter into this Participating Addendum, as well as (2) the scope of potential buyers who are authorized by law to purchase under contracts executed by authority of the entity.]

- Briefly describe the legal authority of the signatory to execute this Participating Addendum for the purpose of participating in the above-referenced, WSCA cooperative buying vehicle. If the entity is a WSCA Member, or non-member participating with the permission of WSCA and Cisco, state that here.
- Briefly describe, by statutory class, public entities authorized by state law or local rule or regulation to utilize this *Participating Addendum* as a buying vehicle simply by the issuance of such entity's purchase order. If all public sector entities within jurisdiction are eligible to use buying vehicles executed on their behalf by the Participating Entity, or if a list of such eligible entities is maintained by the Participating Entity on a public website, a simple statement referencing that fact will suffice.

2. State-Specific Constitutional & Statutory Requirements

The provisions of this *Participating Addendum*, Appendix A are incorporated and apply to the transactions under this agreement to the extent mandated by state constitution or applicable law(s).

[NOTE: Appendix A is to be drafted by the Participating State and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable law in contracts executed by the Participating State.]

3. Incorporation of WSCA Master Agreement

The WSCA Master Agreement, as now or hereafter amended made by the original parties thereto during the term of this *Participating Addendum*, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the WSCA Master Agreement, as amended by this *Participating Addendum*. ("Agreement") Capitalized terms in this *Participating Addendum* shall be defined as set forth in the WSCA Master Agreement, Attachment B.

To the extent of a conflict in terms between the WSCA Master Agreement and this *Participating Addendum*, the following descending order of precedence shall apply:

1. *Participating Addendum* – Appendix A, "Statutory Requirements"
2. *Participating Addendum* (remainder of addendum)
3. WSCA Master Agreement

4. State-Specific Purchasing Guidelines

The provisions of this *Participating Addendum*, Appendix B - "State-Specific Purchasing Guidelines", apply to all transactions under this *Agreement*.

[NOTE: Appendix B is to be drafted by the Participating State and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable purchasing guidelines.]

5. **Cisco Fulfillment Partners**

Cisco has the right to utilize alternate Fulfillment Partners, including Value Added Resellers (VARs) and/or distributors and dealers (hereafter “Reseller[s]”) as fulfillment agents under this *Agreement*, e.g., for direct order taking, processing, fulfillment or provisioning.

Subject to approval of the Participating State, Fulfillment Partners may be added at any time during the *Agreement* term at the sole discretion of Cisco, with a minimum of two Resellers and no set maximum number of Resellers who may be used, subject to the approval of the Participating State. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any Reseller who does not meet Cisco’s established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for Cisco approved Fulfillment Partners shall be separately set forth at the Contractor’s website, as amended by Cisco during the term of this *Agreement*, including any applicable technical certifications or general limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

6. **Ordering/Invoices**

Purchasers may place orders directly only through these Fulfillment Partners or through Cisco on products or services only provided through Cisco. Only those Fulfillment Partners approved and listed during the term of *Agreement* at Contractor’s website are authorized to directly receive purchase orders, invoice Customers, and receive payment from Purchasers on Contractor’s behalf. All authorized Fulfillment Partners are eligible to quote pricing to Purchasers for procurements under this *Participating Addendum* which otherwise meet the Partner’s qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Cisco will not, directly or indirectly, restrict any Fulfillment Partner’s participation or ability to quote pricing for a Customer. Fulfillment Partner will not offer less favorable pricing discounts than the contract discounts established by Cisco under the WSCA Master Agreement. However, any additional incremental discounts available to WSCA Purchasers, if offered, may be provided in the discretion and as the sole legal obligation of the Fulfillment Partner to the Participating State.

The WSCA Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this *Agreement*.

Authorized Fulfillment Partners are responsible for delivering required contract reports and remittances to the WSCA Contract Manager in accordance with the requirements and schedule for delivery established in the WSCA Master Agreement.

7. **Product & Services Offering**

The **full suite** of product and service offerings available under the WSCA Master Agreement may be procured under this *Participating Addendum*.

8. **Primary Point of Contact**

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*. The Parties' primary points of contact shall be set forth in this *Participating Addendum*, Appendix C - "Primary Points of Contact."

9. **Term**

The term of this *Participating Addendum* shall begin on the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this Participating Addendum is terminated in accordance with the WSCA Master Agreement, whichever shall occur first.

10. **Entire Agreement/Amendment**

This *Agreement* constitutes the entire agreement between the parties concerning the subject matter of this *Agreement* and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This *Agreement* may be modified only by a written document executed by the parties hereto.

11. **Notices**

Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this *Agreement* (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this *Agreement* was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

The WSCA Master Agreement, together with this *Participating Addendum* and its Appendices, set forth the entire *Agreement* between the Participating State and Cisco with respect to the subject matter and supersedes and replaces 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 the *Agreement* shall not be added to or incorporated into the *Agreement* 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 *Agreement* 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 last execution by the Parties below.

[Affix signatures as required by State Statutes, Rules or Policies below.]

Cisco Systems, Inc.

**(INSERT NAME)
Participating State**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix A

State -Specific Constitutional & Statutory Requirements



Appendix B

State –Specific Purchasing Guidelines



Appendix C

**WSCA Master Agreement
State Participating Addendum
Primary Points of Contact**

STATE OF (NAME/ADDRESS/PHONE)
Phone: (808) Fax: (808)

CONTRACTOR
Kent Leong, Key Account Manager Cisco Systems Inc. 500 Ala Moana Boulevard Building #4, Suite 400 Honolulu, HI 96813
Phone: (808) 540-1710 Fax: (808) 540-1799