

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES between
The State of Kansas and
Apple Inc.**

This Participating Addendum is entered into by the State of Kansas ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23003, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Apple Inc. ("Contractor")
One Apple Park Way
Cupertino, CA 95014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tim Lim
Senior Contracts Negotiator
tlim2@apple.com 408-783-
7379

Participating Entity's contact for this Participating Addendum is:

Kelly Johnson
Deputy Director / IT Procurement Manager
kelly.johnson@ks.gov
785-296-4168

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, public or private educational institutions, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. For the avoidance of doubt, any Purchasing Entity that places an order hereunder is deemed to have received prior approval from Participating Entity to use this contract, and acknowledges and agrees to be bound by the terms and conditions of this Participating Addendum.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. For the avoidance of doubt, the Master Agreement contains Minnesota statutory requirements applicable only to the Lead State. Such provisions are not applicable to any Participating Entity other than the Lead State.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in one or more of the following documents: (i) "Services Descriptions" used to describe any services purchased by an entity; (ii) any mutually agreed upon Statement of Work ("SOW") executed by the parties.
- b. Equipment Leasing.** Political subdivisions or educational entities that have the authority may finance the purchases from this Master Agreement.

VI. AMENDMENTS AND CONFLICTS. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. **Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.**

VII. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the State of Kansas Contract number (55220) on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. Reporting. Excluding all orders at an Apple Retail Store, Contractor agrees to provide a quarterly report on net sales of products and services under this Participating Addendum (less any charges for taxes and/or shipping) in accordance with the following schedule:

Period:	Report Due Date:
July – September	October 31
October – December	January 31
January – March	April 30
April – June	July 31

Contractor shall indicate the contract number with the quarterly sales report. Reports will be submitted via email to the Division of Purchases at: reports@ks.gov.

- b. Administrative Fee. Excluding all orders at an Apple Retail Store, Contractor agrees to remit an administrative fee payable to the State of Kansas – Office of Procurement and Contracts for an amount equal to one half of one percent (0.50%) of the net invoiced sales of products and services under this Participating Addendum (less any charges for taxes or shipping). Fees will be submitted to the State of Kansas – Office of Procurement and Contracts.

IX. FEDERAL FUNDING REQUIREMENTS. Contractor will evaluate federal requirements associated with orders funded with federal funds on a transactional basis.

X. General Terms:

- a) The laws of the State of Kansas shall govern this Participating Addendum.
- b) This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.
- c) A State of Kansas, Tax Clearance Certificate is required to execute this contract.
- d) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.
- e) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.
- f) The contractor acknowledges the assigned State of Kansas contract number is:
0000000000000000000055220.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

U.S. Contract Operations
One Apple Park Way, MS/581-CNTR

For Participating Entity:

Kelly Johnson
Deputy Director / IT Procurement Manager

Cupertino, CA 95014

Kelly.johnson@ks.gov contracts@apple.com
785-296-4168

- XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURES

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:



Signature

Johnny Mendoza

Printed Name

Project Coordinator

Title

2/12/2024

Date

PARTICIPATING ENTITY:



Signature

Todd Herman

Printed Name

Director of Purchases

Title

02/13/2024

Date