

**PARTICIPATING ADDENDUM TO THE
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
LABORATORY EQUIPMENT AND SUPPLIES
CONTRACT NO. 4400029087**

This participating addendum is entered into pursuant to the Laboratory Equipment and Supplies Contract No. **MA2024005** (Master Agreement) between **VWR International, LLC** (Contractor) and the **State of Idaho** (Idaho) on behalf of the **NASPO Valuepoint Cooperative Purchasing Organization** (NASPO Valuepoint). The parties to this participating addendum hereby create a separate contract (No. 4400029087) between the Contractor and the Commonwealth of Pennsylvania (Commonwealth), acting through the Department of General Services (DGS).

WHEREAS, Idaho, on behalf of NASPO Valuepoint, entered into the Master Agreement with the Contractor, pursuant to which the Contractor provides laboratory equipment and supplies as described in the Master Agreement;

WHEREAS, the Commonwealth desires to participate in the Master Agreement to procure laboratory equipment and supplies from the Contractor under the Master Agreement; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. The Master Agreement, and all other documents attached thereto or incorporated by reference in that Master Agreement, which is attached as Exhibit A to this participating addendum.
2. **Effective Date and Term.** This participating addendum shall become effective on the date the Commonwealth sends the fully executed and approved participating addendum to the Contractor ("Effective Date"). This participating addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this participating addendum in accordance with its terms. If the Master Agreement is renewed or extended, this participating addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.
3. **Scope.** Contractor acknowledges and agrees that the following products and services are provided to the Commonwealth under separate contracts and shall not be provided through this participating addendum: gloves; janitorial supplies; equipment service and maintenance agreements; and parts and equipment for maintenance, repair, and operations (MRO).
4. **Master Agreement Terms.** Except as set forth in this participating addendum, DGS and Contractor agree to be bound by the terms and conditions as stated in the Master Agreement, which is made a part of this participating addendum.

5. **Participating Addendum Terms.** DGS and Contractor agree to be bound by the Commonwealth of Pennsylvania Standard Contract Terms and Conditions attached hereto as Exhibit B.
6. **Additional Terms.**
 - a. **Embedded Software Licenses.** Any software included in the Supplies at the time of delivery (the "Embedded Software"), which includes any subsequent updates, patches or fixes, is licensed as part of the Supplies and not sold separately. Contractor hereby grants to the Commonwealth a non-exclusive, royalty-free, fully-paid, perpetual license to use the Embedded Software only in the operation of the Supply in which it was delivered. The Commonwealth shall not be required to accept and comply with any additional license agreement or terms (including, but not limited to any clickthrough, open source or freeware terms) for any Embedded Software, except as set forth in subsection b below.
 - b. **Commercially Available Software Licenses.** The Contractor may not offer Supplies which require commercially available software, which includes freeware and open-source software, for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth with terms that are acceptable to the Commonwealth.
 - c. **Clickthrough License Terms.** No license terms and conditions (including, but not limited to, any terms of service, end user licenses agreements) shall be binding or controlling and the terms and conditions of this Contract or any fully executed software license agreement shall govern any licenses provided for Commercially Available or Embedded Software. Any clickthrough terms and conditions that are included with any such software provided with the Supplies are null and void and not binding on the Commonwealth.
7. **Supplemental Pricing and Product Availability Terms.** DGS and the Contractor agree to be bound by the Supplemental Pricing and Product Availability terms, attached hereto as Exhibit C.
8. **MarketSource Program.** Contractor agrees to allow the Commonwealth to utilize the services of its MarketSource program for third-party purchases of laboratory equipment and supplies not available through the Contractor's core product offering as described in Paragraph 2 of Exhibit C.
9. **Quarterly Administrative Fee.** Contractor agrees to pay to DGS a quarterly administrative fee equal to 2% of the total sales on this Contract. The quarterly sales total to be used to determine this administrative fee shall be based the total amount invoiced by the Contractor for all orders placed through this contract during the applicable quarter, defined as April 1 through June 30, July 1 through September 30, October 1 through December 31, and January 1 through March 31. Payment of the administrative fee shall be due 30 days after the conclusion of each quarter. The administrative fee shall not be included as an adjustment to the NASPO Valuepoint Master Agreement Pricing.

10. **Quarterly Report.** Contractor shall provide a quarterly report to DGS detailing contract sales and including benchmarking information for cost savings analysis. The format for this report shall be mutually agreed upon by the Contractor and DGS upon execution of this participating addendum and may be modified at any time during the contract term upon mutual agreement of both parties.
11. **COSTARS Program.** COSTARS Program members shall be eligible to utilize this participating addendum under the same terms and conditions as the Commonwealth. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in Exhibit B.
12. **Iran Free Procurement Certifications and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). Contractor shall complete and return the Iran Free Procurement Certification form.
13. **Worker Protection and Investment Certification.** Pursuant to Executive Order [2021-06](#), Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201).
14. **Order of Precedence.** To the extent that there is a conflict between the contract documents, the order of precedence shall be:
 - a. The participating addendum contained herein.
 - b. The Commonwealth of Pennsylvania Terms and Conditions (Exhibit B).
 - c. The Supplemental Pricing and Product Availability (Exhibit C).
 - d. The Master Agreement (Exhibit A).

IN WITNESS WHEREOF, the parties have signed this participating addendum.

CONTRACTOR:

By: DocuSigned by: Matt Lope 3/21/2024
0CD572D11D90477... Date

Matt Lope, VP
Printed Name and Title

171910
SAP Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

PENNSYLVANIA DEPARTMENT OF TREASURY:

To be obtained electronically
Treasurer (or Designee) Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date