

NASPO ValuePoint
PARTICIPATING ADDENDUM



FORMULA REBATES FOR WOMEN, INFANTS AND CHILDREN (WIC)

Led by the State of Kansas

Master Agreement #: **56283

Contractor: **ABBOTT LABORATORIES INC**

Participating Entity: **STATE OF WYOMING**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Formula Rebates for Women, Infants and Children (WIC) led by the State of Kansas. Products include milk-based and soy-based infant formula.
2. Participation: This NASPO ValuePoint Master Agreement is only available to the current members of the NASPO ValuePoint/WIC Infant Formula Alliance listed below. Per federal regulations, no state or eligible organization can be added to this agreement. This requirement shall remain in effect through the life of the contract.

NASPO ValuePoint/WIC Infant Formula Alliance: State of Alaska, American Samoa, State of Arizona, Commonwealth of the Northern Mariana Islands (CNMI), State of Delaware, District of Columbia, Guam, State of Hawaii, State of Idaho, Inter Tribal Council of Arizona (ITCA), Inter-Tribal Council of Nevada (ITCN), State of Kansas, State of Maryland, State of Montana, Navajo Nation, State of Nevada, State of Oregon, Osage Nation, Pueblo of Isleta, State of Utah, U.S. Virgin Islands, State of Washington, State of West Virginia and State of Wyoming, hereafter referred to as the Participating Entities.

Tribal Exemption: Tribal government and/or Tribal organizations that are part of the Alliance may contract directly with Abbott Nutrition accordance with their own Tribal approval policies. They are exempt from state approval requirements.

3. Term and Renewal: Per federal regulations governing the Master Agreement term for this contract, the initial term is for five years, beginning January 29, 2025, and continuing through January 28, 2030.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kori Stenzel, Manager WIC Contracts
Address:	Abbott Nutrition, Abbott Laboratories 3300 Stelzer Road Columbus, OH 43219
Telephone:	(614) 624-5819
Email:	kori.stenzel@abbott.com

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Participating Entity

Name:	Debi Walker, Senior Buyer
Address:	State of Wyoming Procurement Section 2323 Carey Avenue Cheyenne, WY 82002
Telephone:	307-777-6707
Email:	debi.walker@wyo.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions. Please reference Attachment A, Wyoming General Conditions.

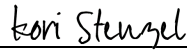
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor: Abbott Laboratories, Inc.	Participating Entity: State of Wyoming, Procurement Section
Signature: Signed by: 	Signature: Signed by: 
Name: 1709995F385AB42F... Kori Stenzel	Name: 1461128D931164E1... Debi Walker
Title: Senior Manager	Title: Senior Buyer
Date: December 12, 2024	Date: December 12, 2024

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY WITH ATTACHMENT A:

DocuSigned by:
 245190 December 11, 2024
742B21C3AF01486...
 Tyler M. Renner, Supervising Attorney General Date

State of Wyoming, Department of Administration and Information

Signed by:
 December 13, 2024
6F4BEF2B8DF5404...
 Patricia L. Bach, Director Date

For questions on executing a participating addendum, please contact the Cooperative Contract team at info@naspovaluepoint.org

Attachment A Wyoming General Conditions

This Attachment A, Wyoming General Conditions, supplements and replaces terms and conditions contained in the State of Kansas NASPO ValuePoint Master Agreement – Number **56283, dated September 12, 2024, and Participating Addendum for NASPO ValuePoint Cooperative Purchasing Program for Formula Rebates for Women, Infants and Children (WIC) (collectively referred to as “Participating Addendum”) entered into between Abbott Laboratories Inc. (“Contractor”) and the State of Wyoming (“State”). In the event of any inconsistencies between the terms and conditions contained in the Participating Addendum and this Attachment A, the terms and conditions in this Attachment A shall control and shall supersede and replace the terms contained in the Participating Addendum.

The following General Conditions are incorporated into the Participating Addendum:

1. **General Provisions.**

A. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Participating Addendum as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

B. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents and employees, from any and all claims, suits, liabilities, court awards, damages, costs, attorneys’ fees and expenses arising out of Contractor’s failure to perform any of Contractor’s duties and obligations hereunder or in connection with the negligent performance of Contractor’s duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys’ fees and expenses arising out of Contractor’s negligence or other tortious conduct.

C. Notices. All notices arising out of, or from, the provisions of this Participating Addendum shall be in writing and given to the parties at the address provided under this Participating Addendum, either by regular mail, email (debi.walker@wyo.gov) or delivery in person.

D. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming expressly reserves sovereign immunity by entering into this Participating Addendum and specifically retains all immunities and defenses available to it as a sovereign. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming

and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Participating Addendum, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

E. Termination of Addendum. This Participating Addendum may be terminated, without cause, by the State upon thirty (30) days written notice. This Participating Addendum may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Participating Addendum except for those beneficiary rights allowable under this Participating Addendum.

F. Third-Party Beneficiary Rights. Except for those third-party beneficiary rights allowable under this Participating Addendum, the parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Participating Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Participating Addendum shall operate only between the parties to this Participating Addendum, and shall inure solely to the benefit of the parties to this Participating Addendum. The provisions of this Participating Addendum are intended only to assist the parties in determining and performing their obligations under this Participating Addendum.