**Master Agreement #: 99999-NVP-DCH0000120-0002**

**Contractor: STELLARWARE CORPORATION**

**Participating Entity: STATE OF XXXXXX**

**Master Agreement Terms and Conditions:**

1. **Scope:** This Participating Addendum covers the Third Party Liability Services Master Agreement led by the State of Georgiafor use by state agencies and other entities located in the Participating State authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official. All products and services listed on the Contractor page of the NASPO ValuePoint website may be purchased by Participating Entities other than:
	1. *Removeable Example: Modules*
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by any state agency, institution of higher education, political subdivision or other entity authorized to use statewide contracts in the State of *[****xxxxxxx****]* (“Purchasing Entity”). Purchasing Entities shall have the same rights under the Master Agreement as Participating Entities. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official and, if applicable, the State Chief Information Officer.

*Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation.* *The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state’s statewide contract program.*

1. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

Contractor

|  |  |
| --- | --- |
|  Name: |  |
|  Address: |  |
|  Telephone: |  |
|  Fax: |  |
|  Email: |  |

Participating Entity:

|  |  |
| --- | --- |
|  Name: |  |
|  Address: |  |
|  Telephone: |  |
|  Fax: |  |
|  Email: |  |

1. **Modifications to the Master Agreement and Additional Terms and Conditions:** Changes modifying or supplementing the Master Agreement and any additional terms and conditions, if any, are included as Attachment A to this Participating Addendum, which is hereby incorporated by this reference. These modifications and/or additions apply only to actions and relationships with the Participating Entity and/or Purchasing Entities referenced under Paragraph 2 of this Participating Addendum.
2. **Statement of Work**. A Statement of Work specific to the Participating Entity’s engagement shall be negotiated and executed by Contractor and Participating Entity as provided in the Master Agreement. Such Statement of Work shall be incorporated into this Participating Addendum as Attachment B.
3. **Termination of this Participating Addendum:**
	1. **Immediate Termination**. The Participating Entity may terminate the Participating Addendum for any one or more of the following reasons effective immediately, absolutely, and without advance notice:
		1. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Participating Addendum effective as of the date on which the license or certification is no longer in effect;
		2. The Participating Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
		3. The Contractor fails to comply with confidentiality laws or provisions;
		4. The Contractor furnished any statement, representation or certification in connection with the Master Agreement, Participating Addendum, or the bidding process which is materially false, deceptive, incorrect or incomplete;
		5. If the Participating Entity determines that adequate funds are de-appropriated such that the Participating Entity cannot fulfill its obligations under the Participating Addendum, which determination is at the Participating Entity's sole discretion and shall be conclusive.
	2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Participating Entity to declare the Contractor in default of its obligations under this Participating Addendum:
		1. The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Participating Entity’s satisfaction, any material requirement or is in violation of a material provision, including, but without limitation, the express warranties made by the Contractor;
		2. The Participating Entity determines that satisfactory performance of the Participating Addendum is substantially endangered or that a default is likely to occur;
		3. The Contractor fails to make substantial and timely progress toward performance of the Participating Addendum;
		4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Participating Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
		5. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Participating Addendum;
		6. The Contractor has engaged in conduct that has exposed or may expose the Participating Entity to liability, as determined in the Participating Entity’s sole discretion; or
		7. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Participating Entity or a third party.
	3. **Notice of Default.** If there is a default event caused by the Contractor, the Participating Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Participating Entity’s written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Participating Entity may:
		1. Immediately terminate the Participating Addendum without additional written notice; and/or
		2. Procure substitute goods or services from another source and charge the difference in cost between the Participating Addendum and the substitute contract to the defaulting Contractor; and/or,
		3. Enforce the terms and conditions of the Participating Addendum and seek any legal or equitable remedies.
	4. **Termination Upon Notice.** Following thirty (30) days’ written notice, the Participating Entity may terminate the Participating Addendum without cause, in whole or in part, without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Participating Addendum to the Participating Entity up to and including the date of termination.
	5. **Payment Limitation in Event of Termination.** In the event of termination of the Participating Addendum for any reason by the Participating Entity, the Participating Entity shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Participating Addendum and for which the Participating Entity is obligated to pay pursuant to the Participating Addendum or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor’s claim. This provision in no way limits the remedies available to the Participating Entity under the Participating Addendum in the event of termination. The Participating Entity shall not be liable for any costs incurred by the Contractor in its performance of the Participating Addendum, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Participating Addendum.
	6. **The Contractor’s Termination Duties.** Upon receipt of notice of termination or upon request of the Participating Entity, the Contractor shall:
		1. Cease work under the Participating Addendum and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Participating Addendum, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Participating Entity may require;
		2. Immediately cease using and return to the Participating Entity, any personal property or materials, whether tangible or intangible, provided by the Participating Entity to the Contractor;
		3. Comply with the Participating Entity’s instructions for the timely transfer of any active files and work product produced by the Contractor under the Participating Addendum;
		4. Cooperate in good faith with the Participating Entity, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
		5. Immediately return to the Participating Entity any payments made for goods and services that were not delivered or rendered by the Contractor.
4. Orders: Any order placed by a Participating Entity or Purchasing Entity for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Unless expressly set forth herein, the Master Agreement referenced at the top of this Participating Addendum is incorporated herein by reference.

**(signatures on following page)**

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

|  |  |
| --- | --- |
| Participating Entity: | Contractor: |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

*[Additional signatures may be added if required by the Participating Entity]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

**Attachment A**

**“Modifications to the Master Agreement and Additional Terms and Conditions”**

Removeable Instructions: The Master Agreement for this procurement was drafted with the premise that each Participating Entity will attach their own custom contract form in this attachment with Participating Entity’s standard contract terms, terms specific to its purchase and engagement, and any modifications to the Master Agreement Terms and Conditions.

**Attachment B**

**“Statement of Work”**

Removeable Instructions: The Master Agreement for this procurement was drafted with the contemplation that each Purchasing Entity will execute one or more Statements of Work addressing items specific to the Participating Entity’s engagement such as:

* + - 1. Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms
			2. Schedule of Events
			3. Milestones and deliverables
			4. Testing and Acceptance Requirements
			5. Warranties
			6. Service Level Agreements/Performance Guarantees/Liquidated Damages
			7. Project Management
			8. Staffing