

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Laboratory Equipment and Supplies
Administered by the State of Idaho (hereinafter "Lead State")

Nikon Instruments, Inc.
Master Agreement No: MA16000234-3
(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State")

1. Scope: This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-3) for use by state agencies and other entities located in the Participating State, as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- a. Political Subdivision Participation: Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. Participating State Modifications or Additions to Master Agreement: (These modifications or additions apply only to actions and relationships within the Participating Entity.)

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- a. Purchase Orders: Orders over \$5,000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.
- b. Jurisdiction and Venue: This Contract PADD, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

c. **Quarterly Reporting:** Contractor shall provide quarterly sales reporting showing the gross Nevada sales for the quarterly period just ended in accordance with the following schedule:

- 1st Quarter – January – March – due by May 15th
- 2nd Quarter – April – June – due by August 15th
- 3rd Quarter – July – September – due by November 15th
- 4th Quarter – October – December – due by February 15th

d. **Term:** The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending with the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Jackie Perry
Address	1300 Walt Whitman Rd.
Telephone	631-547- 8526
Fax	631-944-9370
E-mail	niorderscontracts@nikon.net

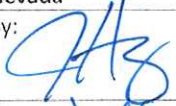
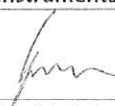
Participating State

Name	Teri Becker
Address	515 East Musser Street, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tbecker@admin.nv.gov

5. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement and accepted by Contractor, 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. All orders issued by purchasing entities within the state must include the **Participating State contract number: PADD 8439** as well as the **Lead State Master Agreement No. MA16000234-3**.

6. **Entire Agreement:** This PADD and the Master Agreement No. MA16000234-3, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: Nevada	Contractor: Nikon Instruments, Inc.
By: 	By: 
Name: Jeff Hwang	Name: Toshiaki Nagano
Title: Administrator	Title: President and CEO
Date: 1-10-2017	Date: 1-6-17

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]