

**PARTICIPATING ADDENDUM  
(hereinafter "Addendum")  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Cloud Solutions 2016-2026  
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT  
Master Agreement No. AR2507**

Workday, Inc.  
(hereinafter "Contractor")  
And  
The State of Louisiana  
(hereinafter "Participating State")  
Participating State Contract Number: 4400012280

The following product(s) or service(s) are included in this contract portfolio:

- SaaS – Software as a Service

**1. Scope**

This Addendum covers Cloud Solutions lead by the State of Utah along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

**2. Participation**

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) 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.

**3. Access to Cloud Solutions Services Requires State CIO Approval**

Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

**4. Term**

The term of this Participating Addendum and State Contract Number 4400012280 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400012280 may be extended in accordance with the terms and conditions of the Master

Agreement.

**5. Non-Exclusive Contract**

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

**6. Modifications and/or Additions to the Master Agreement**

- A. The following Product Lines are excluded from purchase under this Participating Addendum and State Contract Number 4400012280:

- Professional Services unrelated to deployment of the Cloud solution
- Consulting Services unrelated to deployment of the Cloud solution

These exclusions do not include any value added service that Contractor may perform as related to the products proposed in the Master Agreement. These services include but are not limited to product installation, maintenance and support, managed services and product training.

**B. Administrative Fee:**

Contractor shall pay a 0.75% administrative fee to the State of Louisiana. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) amount received due to sales to entities located in the State of Louisiana under the contract. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to our box at: P. O. Box 94095, Baton Rouge, LA 70804-9095 or through a courier service to our physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. Contractor shall indicate State Contract 4400012280 on the remittance. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	November 31
Second Quarter	October 1 through December 31	March 1
Third Quarter	January 1 through March 31	May 31
Fourth Quarter	April 1 through June 30	August 31

**C. Usage Reports:**

Contractor shall submit detailed sales data reports quarterly to the State of Louisiana Contracts Manager. Initiation and submission of the quarterly reports to the State of Louisiana is the responsibility of the Contractor without prompting or notification by the State of Louisiana Contracts Manager. The format for the detailed sales data report shall be in accordance with the reporting format approved by the lead state. The due dates of each quarterly report are as follows:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	November 31
Second Quarter	October 1 through December 31	March 1

Third Quarter  
Fourth Quarter

January 1 through March 31  
April 1 through June 30

May 31  
August 31

**D. Amendments:**

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

**E. Assignment:**

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400012280 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Furthermore, this provision shall not be construed to prohibit the Contractor from assigning this Addendum in its entirety (including all orders) without consent of the State or the Purchasing Entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Addendum and the underlying Master Agreement and is receiving the Contractor's assets associated with delivery of the Product Lines offered under this Addendum. Notice of any such assignment or transfer shall be furnished promptly to the State. For a period commencing upon the assignment and ending upon the earlier of (a) ninety (90) days after the assignment or (b) the State's receipt of notice of the assignment, late fees for invoices due after the assignment shall be waived and there shall be no late fees for invoices erroneously paid to Contractor rather than the Assignee.

**F. Cancellation:**

**Termination for Cause:** The State may terminate this Participating Addendum and State Contract Number 4400012280, or the Purchasing Entity may terminate any order issued pursuant to State Contract Number 4400012280 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum and State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum and State Contract Number 4400012280 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum and State Contract Number 4400012280, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

In addition to the rights in this Termination for Cause clause, the Contractor and Purchasing Entity have specific rights to terminate an Order for cause as set forth in Section 9 of the Master Subscription Agreement (MSA) which is part of the attachment B to the Agreement.

**Termination for Convenience:** The State may terminate this Participating Addendum and State Contract Number 4400012280, at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. Such termination shall have no impact on orders executed by a Purchasing Entity prior to termination; each Purchasing Entity has specific rights to terminate such orders for convenience as set forth in sections 6.2 of the MSA and the Workday SLA Service Credit Exhibit, subpart g of the MSA which is part of Attachment B to the Agreement, and the Termination for Non-Appropriation of Funds which is part of this Addendum.

**Termination for Non-Appropriation of Funds:** The continuation of this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280; this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

**Appropriations and Non-Appropriation Process:** The Participating Entity shall seek appropriations sufficient to pay all fees on executed orders and shall not execute any order if funds have not been appropriated to make the first payment on the order or the Participating Entity otherwise lacks the funds to make such payment. Upon request by Contractor, Participating Entity shall provide confirmation as to which payments scheduled on an order have funds appropriated. In the event that there is a termination for non-appropriation of funds, Participating Entity shall notify Contractor promptly of such loss and identify the termination date for the impacted order(s) and no additional funds or payments for periods after the termination shall be owed by Participating Entity to Contractor

**Termination following Termination of Master Agreement.** In the event that Master Agreement #AR2507 is terminated, whether for cause or convenience, this Addendum shall terminate and no new orders may be issued pursuant to it.

**G. Governing Law:**

This Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**H. Taxes:**

Tax allocation is as set forth in Section 2.5 of the MSA, which is Attachment B to the Master Agreement, which provides that sales-type taxes are applicable only if the Participating Entity has not provided Contractor with a tax exemption certificate. Pricing is stated exclusive of such taxes, and the State is currently exempt from such taxes.

**I. Electronic Vendor Payment Solutions:**

The State desires to make payments electronically. The methods of payment may be via EFT payments sent directly from the State's bank directly to the payee's bank. See Attachment A to this Participating Addendum for additional information regarding electronic payment methods.

**J. Late Payments:**

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**K. Public Information:**

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. The Agreement, at Attachment A, Section 8(c) sets forth the process to be followed if there is a request under the Louisiana Public Records Act for the Confidential Information of Contractor (defined in Section 2 of Attachment A to the Agreement.)

**L. Contract Controversies:**

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

Notwithstanding the foregoing, the parties recognize that there may be claims or controversies where rapid temporary equitable relief is appropriate, and agree that Louisiana Revised Statute 39:1673 does not prevent either of them from seeking such relief.

**M. Code of Ethics:**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the State and Participating Entity in the performance of services called for in this Participating Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280. The Contractor acknowledges that it is aware of the restrictions in La. R.S. 42:1115.1 concerning the provision of food, drink, and refreshments. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics related to Contractor or State employees or officials in relation to this Addendum or an order arise at any time during the term of this Participating

Addendum, State Contract Number 4400012280, or any order issued pursuant to State Contract Number 4400012280. Contractor hereby notifies the State that it is a publicly traded entity and cannot prevent State employees or officials from purchasing its stock on public markets. Contractor further notifies the State that it has no practical means of knowing where its shareholders and their family members are employed. Accordingly, the State will need to rely upon legislative and regulatory prohibitions to prevent State officials and employees from creating conflicts of interest through their ownership of Contractor's stock.

**N. Right to Audit:**

The State of Louisiana Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment for the relevant order or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

For clarity, the right to audit accounts is limited to review of only those financial books, records, and files of Contractor that are necessary to verify the accuracy of charges for the Service provided under any orders issued hereunder. Contractor shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Where possible, the State or the Purchasing Entity shall provide Contractor with reasonable notice prior to conducting such audit and the parties shall mutually agree upon the timing of such audit which shall be conducted in a manner that is not disruptive to Contractor's business operations. Such right shall not extend to or require on-site audits of Contractor's operations or third party hosting facilities, disclosure of any confidential information of any other Contractor customer, or Contractor's payroll records or other financial records not related to Service fees invoiced to Customer. This obligation survives termination of this Addendum. In addition to the audit rights in this section, Section 5.1 of Attachment A to the Agreement identifies audit reports of Contractor's operations that will be provided to a Participating Entity upon request, including Contractor's most recent Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) reports. These reports provide information about how Contractor secures its Product Lines and confirms that controls are in place in the Product Lines to track alterations to data stored within them.

**O. Commissioner's Statements:**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Participating Addendum, the Contract, any Contractor and/or subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

**7. Louisiana Pricing Schedule ("LAPS") Contract**

State Contract Number 4400012280 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing the contract.

**8. Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Sherry Amos
Address	6230 Stoneridge Mall Road Pleasanton, CA 94588
Telephone	703-402-3476
Fax	
E-mail	<a href="mailto:Sherry.amos@workday.com">Sherry.amos@workday.com</a>

**Participating State**

Name	Felicia Sonnier
Title	Assistant Director-Purchasing
Address	Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804-9095
Telephone	225-342-8029
Fax	225-342-9756
E-mail	<a href="mailto:felicia.sonnier@la.gov">felicia.sonnier@la.gov</a>

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

**9. Subcontractors**



All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.


**10. Orders**

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum which refers to this Addendum and/or State Contract Number 4400012280 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

This Participating Addendum and the NASPO ValuePoint Master Agreement 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, with respect to the subject matter hereof. With the exception of an order executed by Contractor and the Participating Entity, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

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

Participating State: State of Louisiana	Contractor: Workday, Inc.
By: 	By: 
Name: Paula Tregre	Name: Barbara Larson
Title: Director of State Procurement	Title: Vice President, Finance
Date: 9/8/17	Date: 8/24/2017

Approved as to legal form by:  




## ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or ONLY one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already enrolled
LaCarte	<u>NO</u>	<u>NO</u>

Choose ONLY One (1) of the following options:

Payment Type	Will Accept	Already enrolled
EVP		
EFT	<u>Yes</u>	<u>See attached enrollment form</u>

Tracy Jorgensen

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

22 Aug 2017  
Date

[accounts.receivable@workday.com](mailto:accounts.receivable@workday.com) (925) 951-9522  
Email address and phone number of authorized individual