

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Canon USA
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of South Dakota
Contract #16380
(hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA 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 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.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases or leases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota are subject to moratorium exemption approval by the Bureau of Information and Telecommunications, and must be routed through the Office of Procurement Management or as otherwise directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase or lease.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State.)
(Replace this with specific changes or a statement that No Changes Are Required)

Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Canon USA
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of South Dakota
Contract #16380
(hereinafter "Participating State")

Page 2 of 4

4. Lease Agreements: Any lease entered into by a state agency, institution, public university, officer, board or commission through this agreement shall utilize the lease agreement form attached to this participating addendum, which must be processed through the Office of Procurement Management. Political subdivisions may utilize either the State lease agreement form or the Canon lease terms included in Master Price Agreement #1715, at their own discretion.

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Shannon Berry
Address: 515 East Musser Street, Carson City NV 89701
Telephone: (775) 684-0171
Fax: (775) 684-0188
E-mail: sberry@purchasing.state.nv.us

Contractor

Name: Michael Hurley
Address: 1 Canon Plaza, Lake Success NY 11042
Telephone: 516-327-2613
Fax:
E-mail: mhurley@cusa.canon.com

Participating State

Name: Kathy Stasch, Purchasing Specialist
Address: 523 East Capitol Ave, Pierre, SD 57501
Telephone: 605-773-6877
Fax: 605-773-4840
E-mail: Kathy.Stasch@state.sd.us

6. Subcontractors:

The authorized contractor's dealers and resellers in the State of South Dakota are listed on the contractors (WSCA) website. The authorized dealers and resellers shall provide information, support,

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Canon USA
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of South Dakota
Contract #16380
(hereinafter "Participating State")

Page 3 of 4

service, fulfill orders, invoice and receive payments from ordering entities in accordance with the terms and conditions set forth in the Master Price agreement No. 1715

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 16380 and the Lead State price agreement number: **1715**.

This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) 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. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA") If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Canon USA
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of South Dakota
Contract #16380
(hereinafter "Participating State")

Page 4 of 4

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

Participating State: State of South Dakota	Contractor: Canon U.S.A., Inc
By: 	By: 
Name: Steven L. Berg	Name: Junichi Yoshitake
Title: Director, Office of Procurement Management	Title: Senior Vice President & General Manager
Date: 9/5/2012	Date: September 6, 2012