



**Amendment to the Participation Addendum
to the
E&I Cooperative Purchasing Agreement # CNR01459 between VWR INTERNATIONAL, LLC
(VWR)
and Radford University
("Participating Entity")**

This amendment ("Amendment") is made and entered into this 06th day of July 2020 ("**Effective Date**") by and between the University of Radford ("VHEPC Participating Institution" or "Radford University") and **VWR International, LLC**.

WHEREAS, on December 17, 2017, VWR International and Virginia Tech (the "**University**") entered in an agreement which enrolled **Virginia Tech**'s participation in the E&I Cooperative Purchasing Agreement # CNR01459 for the purchase and sale of General Laboratory Supplies and Equipment, as amended on October 7, 2019 (hereinafter, the "Agreement").

WHEREAS such Agreement permits a member of the **Virginia Higher Education Procurement Cooperative**, other than the University, to purchase goods and services in accordance with the terms and conditions set forth therein and in the E&I Cooperative Purchasing Agreement # CNR01459 by executing a participation addendum (the "Participation Addendum").

WHEREAS, VHEPC Participating Institution desires to purchase goods and services from VWR. and as such, has executed a Participation Addendum on October 30, 2019.

WHEREAS, VHEPC Participating Institution agrees that by enrolling to participate under the Agreement, VHEPC Participating Institution shall be bound by the terms and conditions of the Agreement as supplemented by this Amendment.

WHEREAS, the Parties now desire to amend the Participation Addendum.

In addition to their mutual obligations set forth in the Agreement, the Parties further agree as follows:

This Amendment is subject to the Agreement subsequent renewals, and modifications of the Agreement and, any additional correspondence directly related to providing said goods and services to Radford University.

ACKNOWLEDGED AND AGREED AUTHORIZED ACCEPTANCE SIGNATURES

Contractor

VWR International, LLC (VWR)
100 Matsonford Road
Radnor, PA 19087

Signed: _____
DocuSigned by:
Lynn Moore
4B253DC0020947C...

Print Name: _____ Lynn Moore

Title: _____ Regional Director

Date: _____ July 6, 2020

University

Radford University
P.O. Box 6885
Radford, VA 24142

Signed: _____
DocuSigned by:
London Ronda
975D0591FA6749D...

Print Name: _____ London Ronda

Title: _____ Sr. Contract Officer

Date: _____ July 6, 2020

Attachment A
Radford University Negotiated Terms

1. This Amendment, which designates VWR as a primary supplier for laboratory equipment and supplies, between Radford University and VWR shall be effective upon the date of execution by both parties.
2. VWR shall create for implementation a punchout catalog specific to the terms, conditions and pricing of this Agreement. The punchout catalog shall be made available through the University's e-commerce provider, currently eVA – Electronic Virginia portal. The catalog shall include but not be limited to:
 - A. Customized Landing Page
 - B. Custom Catalogs
 - C. Open Requisition Feature
 - D. Cost Savings Comparison
 - E. Make Available, Identify, Load and Keep Current:
 - i. E&I Primary General Discounts
 - ii. Market Basket Pricing (5000 items)
 - iii. Radford University Hot List (500 items)
3. VWR shall develop a best value "hot list" of items specific to Radford University based on Radford University historical spend. The best value "hot list" can be amended as needed and as mutually agreed upon based on changes in spend or needs of Radford University.
4. VWR shall partner with Radford University by participating in education sessions for the main campus as well as off campus sites as needed. VWR will provide training on punchout capabilities and product portfolio.
5. VWR will assign the following representatives to service Radford University's account. Regular on campus visits (main campus and off campus sites) shall be made at intervals mutually agreed upon between VWR and Radford University.
 - A. Customer Service Representative: To be selected upon signature of this Amendment.
 - B. Outside Sales Representative: Kalyn Price
 - C. Sales Management and Contract Administration for VWR: Lynn Moore
6. VWR shall provide quarterly business reviews providing, but not limited to:
 - A. Review of Spend
 - B. Contract Cost Savings

C. Determine Mutually Agreed Upon Goals

- 7. VWR will respond to all inquiries within 24 hours via email or phone. If VWR cannot provide product an email release will be provided within 24 hours.

- 8. Upon execution of this Agreement Radford University will:
 - A. Encourage and promote the use of this Agreement and Supplier’s primary status to campus.
 - B. Use reasonable efforts to provide campus access to Supplier sales team.
 - C. Monitor e-commerce purchase request for general laboratory equipment and supplies as feasible to ensure VWR has right of first refusal for issuance or purchase orders for products available through VWR.
 - D. Designate the following primary point of contact for this Agreement:
 - i. Ronda London, Senior Contract Officer
Procurement and Contracts
PO Box 6885
Radford, VA 24142
(540) 831-5090
Email: rlondon1@radford.edu

9. Financial Considerations:

A. Dollar One Rebate

In addition to all incentives and Rebates provided under the E&I Cooperative Purchasing Agreement # CNR01459, VWR will substitute the Member Early Commitment Rebate expired under the E&I/ E&I Cooperative Purchasing Agreement # CNR01459 by the “Dollar One Rebate” incentive as follows:

For the first Contract Year only, Radford University shall be eligible to the Dollar One Rebate calculated on the total spend in sales that are placed through the eprocurement catalog (excluding freight, taxes and services) and based on the corresponding percentages below:

Tier	Rebate Percentage
Primary	10% dollar one on spend in Member Contract Year 1

Payment will be made to Radford University according to all terms and conditions of the Early Commitment Rebate as stated in the E&I Cooperative Purchasing Agreement # CNR01459, including the claw back provision.

For the remainder of Term (month 13 and forward) Radford University would receive a Growth Rebate of 10 % over incremental growth (baseline) less any earned early pay rebates of 2.0% paid in advance on growth amount in accordance with all terms and conditions of the Agreement.

Example: \$200K in sales growth for Radford University would result in an annual rebate of 10% (\$20,000) less a potential early payment discount of 2.0% on growth amount (\$4,000 cumulative already paid quarterly) resulting growth incentive payment of \$16,000.

Pricing Structure

Pricing structure will be governed by the terms and conditions of the E&I Cooperative Purchasing Agreement # CNR01459 applicable to Primary Tier members.

B. Payment Terms:

Payment terms shall be pursuant to the Agreement.