

NJPA Specific Member Agreement
NJPA Enhanced Member Program (NJPA Contract 100614#CDW)
between CDW Government LLC and the Monroe County School District

This Specific Member Agreement ("SMA" or "Agreement") is entered into the 8th of March, 2018 (Effective Date) by and between CDW Government LLC located at 230 N. Milwaukee Ave, Vernon Hills, IL 60061 ("Supplier") and Monroe County School District, with an office at 241 Trumbo Road, Key West, FL 33040 _____ ("Member"). Supplier and Member are referred to herein as "Parties."

WHEREAS, Member is a member of the National Joint Powers Alliance's ("NJPA") group purchasing organization; and

WHEREAS, Supplier is an authorized seller of IT goods and services to members pursuant to the terms of the Contract Number 100614#CDW by and between Supplier and NJPA (the "Contract"); and

WHEREAS, Member desires to enter into additional terms with Supplier that are supplemental to the terms of the Contract and to which Member is otherwise entitled.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the Parties agree is as follows:

1. Term. The term of this SMA shall begin as of the Effective Date and its term shall be concurrent with the term of the Contract unless otherwise terminated as provided herein. Termination rights are as set forth in the Contract.

2. Eligible entities: The benefits of this SMA shall be available to those Member affiliates or subsidiaries set forth on the attached Exhibit A (collectively also referred to as "Member").

3. Confidential Information: For the purposes of this Agreement, confidential information ("Confidential Information") shall mean all proprietary, secret or financial, competitively sensitive and/or market sensitive information, trade secrets and/or information relating to Vendor or Member operations, employees, services or customers, including pricing information. Supplier and Member acknowledge that Supplier or Member may disclose Confidential Information to each other in connection with this Agreement. If Supplier or Member receives Confidential Information, it shall: (a) maintain the Confidential Information in strict confidence; (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own Confidential Information, but in no event, less than a reasonable degree of care; and (c) use Confidential Information only to fulfill its obligations under this Agreement and for internal business purposes. Supplier and Member shall have no obligation concerning any portion of the Confidential Information which (a) was known to it before receipt; (b) is lawfully obtained by it from a non-party which was under no obligation of confidentiality; (c) is or becomes publicly available other than as result of an act or failure to act by the receiving party; (d) is required to be disclosed by the receiving party by applicable law or legal process; or (e) is developed by the receiving party independently.

4. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Monroe County, Florida, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

5. Order of Precedence: Any conflict between the terms of the Contract and the terms of this SMA shall be governed by the terms of this SMA. Those terms that are not otherwise in conflict shall continue in full force and effect.

In WITNESS WHEREOF, the Parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

CDW Government LLC

Monroe County School Board

By: Tara K. Barbieri
(Authorized signature)

By: Robert Highsmith / Mark T. Porter
(Authorized Signature)

Tara K. Barbieri
Printed Name
Director, Capture

Robert Highsmith / Mark T. Porter
Printed Name

Title: _____

Title: School Board Chairman / School Superintendent

Date: 22 March 2018

Date: March 20, 2018

delivered
by: SA