

AFFILIATE COOPERATIVE PURCHASING AGREEMENT

This Agreement ("Agreement") is made by and between _____ (the "Affiliate") and the Northeast Ohio Sourcing Office ("NEO|SO") both of which agree to the terms and conditions herein (collectively the "Parties") and shall be effective as of the date set forth below.

RECITALS:

WHEREAS, NEO|SO was formed, in part, for the purpose of operating as a collective purchasing and service organization to enable Affiliate and other similarly situated entities to obtain competitive terms from vendors and service providers (the "Suppliers") by utilizing the combined purchasing power of all NEO|SO Members and Affiliates;

WHEREAS, NEO|SO has conducted competitive bidding and selection processes, and entered into Master Contracts (the "Master Contracts") with the selected Suppliers to provide Affiliate with certain group purchasing opportunities for products, services, and back office functions (the "Offerings");

WHEREAS, Master Contracts are made available through NEO|SO to participating entities so that such parties may participate in the Offerings on the same pricing, terms, and conditions in accordance with applicable state and local laws and regulations; and

WHEREAS, the Affiliate desires to utilize NEO|SO's Master Contracts and access Offerings.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NEO|SO agrees to provide Affiliate with access to the Offerings in accordance with the terms of the Master Contracts and this Affiliate Cooperative Purchasing Agreement.
2. The procurement of the Offerings subject to this Agreement will be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern the Parties' procurement practices.
3. Affiliate's use of Master Contracts will be in accordance with the terms and conditions of the bid or requests for proposal, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. NEO|SO will make available, upon reasonable request, information which may assist Affiliate with improving the effectiveness, efficiency, and economy of Affiliate's use of and access to the Offerings.
5. Affiliate will make timely payments to the Supplier for any Offerings in which Affiliate elects to participate in accordance with the terms and conditions of the Offering and the Master Contracts associated therewith. Payment for Offerings and inspections and acceptance of items or services ordered by Affiliate will be the exclusive obligation of Affiliate. Disputes



between Affiliate and any Supplier will be resolved in accordance with the terms and conditions of the appropriate Master Contract.

6. Affiliate will not use this Agreement or any of the Master Contracts as leverage, knowledge, inducement, or methods for obtaining reduced prices or additional concessions for similar products or services.

7. Affiliate agrees to be responsible for any injury or damage caused solely by its respective and individual acts or omissions as determined by a court of competent jurisdiction, or as the Parties may otherwise mutually agree in writing. NEO|SO agrees to be responsible for any injury or damage caused solely by its respective and individual acts or omissions as determined by a court of competent jurisdiction, or as the Parties may otherwise agree in writing.

8. The exercise of any rights or remedies by Affiliate in connection with Affiliate's use of the Offerings will be solely against the Supplier responsible for such Offering and shall be the exclusive obligation of Affiliate.

9. This Agreement will remain in effect until terminated by either party to this Agreement by delivering thirty (30) days advance written notice. Notice will be provided to NEO|SO at 5422 East 96th Street, Suite 120 in Cleveland, Ohio 44125. Notice will be provided to the Affiliate at its respective address listed in the signature block of this Agreement. Termination of this Agreement will not have any effect on the Client Agreement or the Master Contracts or any amounts due and payable to the Suppliers by Affiliate under the terms of its utilization of the Offerings. All parties acknowledge that the Master Contracts are completely separate and independent from this Agreement.

10. This Agreement will take effect upon the date of execution by Affiliate.

11. Affiliate represents and warrants that it has full authority to enter into this Agreement. Affiliate is not in default under any law or regulation or under any order of any court of federal, state, or municipal or other governmental department, commission, board, bureau, agency, or instrumentality affecting this Agreement. There are no claims, actions, suits or proceedings instituted, or filed against Affiliate which may affect the Agreement.

{Signatures begin on next page. Remainder of page intentionally left blank.}



IN WITNESS WHEREOF, the undersigned have executed this Affiliate Cooperative Purchasing Agreement which shall become effective as of the date set forth next to Affiliate's signature below.

NORTHEAST OHIO SOURCING OFFICE

By: Jani Memorich

Title: Business Manager

Print Name: Jani Memorich

5422 East 96th Street, Suite 120
Cleveland, OH 44125
P | 216.581.6200
F | 216.581.6213

AFFILIATE NAME & STATE:

Date: _____

By: _____

Title: _____

Print Name: _____

I hereby acknowledge, on behalf of the organization identified above, that I have read and agree to the terms and conditions set forth in this Agreement regulating the use of the Master Contracts and the Offerings that from time to time are made available by NEO|SO. Copies of Master Contracts and amendments thereto entered into by NEO|SO, upon request, will be provided to Affiliate to facilitate use by Affiliate. I understand that the participation in one or more Offerings under the provisions of this Agreement and the Master Contract is at the sole and complete discretion of Affiliate.

AFFILIATE CONTACT INFORMATION

Contact Phone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Contact Website Address: _____

Contact Physical Address: _____

