



March 16, 2021

LINDA TESAR  
William & Mary Law School  
613 S Henry St  
WILLIAMSBURG, VA 23185-4110

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Sincerely,

*Neal Kennedy*

Neal Kennedy  
Sr. Director, Large Markets  
LexisNexis North America

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A 1-year Pricing Agreement: No price increase	A 3-year Pricing Agreement 0% price increase in year 1, 1% price increase in year 2, and 1% price increase in year 3
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By signing and returning this Law School Subscription Pricing Agreement, you acknowledge and agree that all access to and use of the LexisNexis<sup>®</sup> Online Services will be subject to the LexisNexis<sup>®</sup> General Terms and Conditions viewable at <http://www.lexisnexis.com/terms/general> and the Law Schools Terms and Conditions of use for the LexisNexis<sup>®</sup> Services terms viewable at <http://www.lexisnexis.com/en-us/terms/educational.page>. In addition, you agree to reasonably cooperate with LexisNexis<sup>®</sup> to update your roster of Authorized Users each academic period.

This agreement is being signed with the attached negotiated Commonwealth of Virginia Contract Form Addendum to Contractor's Form ("Form") incorporated herein by reference.

**AGREED TO AND ACCEPTED BY:**

William &amp; Mary Law School

Signature: Marra AustinPrinted Name: Marra AustinTitle: Director of ProcurementDate: 05/31/2021

**COMMONWEALTH OF VIRGINIA**  
**CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

**AGENCY NAME: WILLIAM & MARY**

**CONTRACTOR: LEXISNEXIS, A DIVISION OF RELX INC.**

William & Mary, an Agency of the Commonwealth of Virginia ("W&M"), and the Contractor are this day entering into a contract and, for their mutual convenience; the parties are using the standard form agreement provided by the Contractor, LEXISNEXIS, A DIVISION OF RELX INC. This addendum, duly executed by the parties, is attached to and hereby made a part of the Law School Subscription Pricing Agreement between W&M and Contractor dated March 24, 2020.

The Contractor represents and warrants that it is a(n) ☐ individual proprietorship ☐ association ☐ partnership ☒ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form ("entitled Law School Subscription Pricing Agreement") to which this Addendum is attached, the payments to be made by W&M for all goods, services and other deliverables under this contract shall not exceed the quoted amount unless approved in writing by W&M Procurement Services Department; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to W&M. The total cumulative liability of W&M, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor and not as an agent or employee of W&M.

**SECTION I: Provisions of this Addendum**

The Contractor's form as negotiated and with the exceptions noted herein, is acceptable to W&M. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by W&M and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding anything to the contrary in the attached Contractor's form, none of the following shall have any effect or be enforceable against W&M:

1. Requiring W&M to maintain any type of insurance either for W&M's benefit or for the contractor's benefit;
2. Requiring W&M not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission (as opposed to any other rights afforded Contractor under the Freedom of Information Act) from the Contractor prior to disclosure of said record.
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
4. [Reserved. The terms of the Form are incorporated into the Contractor's form]
5. Requiring W&M to indemnify or to hold harmless the Contractor for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, Section 2.2-4355, Prompt Payment; the provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide W&M with a valid taxpayer identification number;

7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by W&M if the contract is terminated before its ordinary period;
8. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring that any dispute under the contract be resolved in the courts of any state other than Virginia;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of W&M before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. [Reserved. The extent of any liability of Contractor for the products provided herein shall be as described in Contractor's form. The parties acknowledge that these products provide access to Online Services and the limitations of liability in Contractor's form are reasonable].;
13. Permitting unilateral modification of this contract by the Contractor, except where such terms are license terms applied prospectively and to other similarly situated customers of the same products and services.;
14. Binding W&M to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obliging W&M to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of W&M;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of W&M.
18. Requiring transportation terms other than 'FOB Destination', with potential risk loss passing to W&M at delivery by Contractor to 'FOB Origin/Point'.
19. Requiring W&M to agree to or be subject to any form of equitable relief not authorized by the Constitution of laws of Virginia.
20. Granting Contractor or an agent of Contractor the right to audit or examine, directly or indirectly, W&M's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Purchasing Department.

**The Contractor shall observe the following:**

21. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
22. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
  - i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

- ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the designated representative of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

- 23. If the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace.

## SECTION II: Required Terms and Conditions

The following clauses shall be incorporated as part of the agreement:

- A. **PURCHASING MANUAL:** This Agreement is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education, hereby incorporated into this contract in their entirety. These policies are structured to support the mission of higher education and to comply with the principles of the Virginia Public Procurement Act and are in compliance with the individually adopted "Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia" (hereafter referred to as "The Governing Rules"). A copy of the manual is normally available for review at [www.wm.edu/procurement](http://www.wm.edu/procurement). Notwithstanding the foregoing, any portions of the manual that must be complied with by W&M are the responsibility of W&M, and W&M represents that Contractor's form includes any portions that apply to or affect Contractor for the purpose of this agreement.

- B. **CANCELLATION OF CONTRACT:** W&M reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **CONFIDENTIALITY:** Trade secrets or proprietary information shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure Contractor must invoke the protections of Section 34, Rules Governing Procurement, in writing in response to a request from W&M for comment prior to disclosure. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
- D. **The classification of an entire document, current line item prices and/or current total prices or fees as proprietary or trade secrets is not acceptable. The parties agree that Confidential Information may be disclosed in response to a Virginia Freedom of Information request.**
- E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of W&M.
- F. **MODIFICATIONS:** This Contract may be modified in accordance with §8 of the *Rules Governing Procurement*. The representatives noted below may only make such modifications. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.
- Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00, whichever is greater, without the approval of the Institution's president or his authorized designee.
- G. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, W&M, after due oral or written notice, may procure them from other sources and hold the Contractor responsible and cancel the subscription without penalty. This remedy shall be in addition to any other remedies which W&M may have.
- H. **INSURANCE:** Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the *Rules Governing Procurement*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

In instances where a resulting contract award requires the contractor's employees presence on state property at any time, the contractor shall issue a Certificate of Liability Insurance (COL) prior to the beginning of the project. It shall be understood that William & Mary and the Virginia Institute of Marine Science (W&M), are deemed to be one agency of W&M.

#### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify W&M of increases in the number of employees that change their workers' compensation requirements under the *Rules Governing Procurement* during the course of the contract shall be in noncompliance with the contract.



2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. William & Mary must be named as an additional insured and so endorsed on the policy, and the proper name is: "The Commonwealth of Virginia, and the Rector and Board of Visitors of William & Mary, its officers, employees, and agents."
  4. Automobile Liability- \$1,000,000 – per occurrence.
- I. **TAXES:** Sales to W&M are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. W&M's excise tax exemption registration number is 10-546001718F.
  - J. **CLAIMS PROCEDURE:** Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after W&M states in a writing delivered to the Contractor that it has made its final payment to the contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.  
W&M's procedure for deciding such contractual claims is:  
  
The Contractor must provide the written claim to:  
Director of Procurement  
Grigsby Drive, Facilities Management Bldg, Lower Level  
William & Mary  
P.O. Box 8795  
Williamsburg, Virginia 23187-8795
    - Although the Contractor may, if it chooses, attempt to resolve its claim directly with W&M department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.
    - Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.
    - The Director of Procurement will mail his or her decision to the Contractor within sixty (60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.
    - The Contractor may appeal the Director of Procurement's decision to:

Chief Financial Officer  
College Apartments  
William & Mary  
P.O. Box 8795  
Williamsburg, Virginia 23187-8795

Upon receiving the written appeal, the Chief Financial Officer will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Chief Financial Officer will contact the Contractor and arrange such discussion.

The Chief Financial Officer will mail his or her decision to the Contractor within thirty (30) days after the Chief Financial Officer's receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

- K. Nothing set forth in this section shall limit, delay or reduce the Contractor's ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent W&M brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above. In the event that a contract allows for reimbursement to the Contractor for out-of-pocket expenses, travel, meals, lodging, etc., reimbursement will be processed in accordance with W&M's travel regulations posted at: <http://www.wm.edu/offices/financialoperations/travel/>

**L. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:**

If requested, Contractor will provide an accurate, completed Commonwealth of Virginia substitute W-9 form. <http://www.wm.edu/offices/financialoperations/documents/wmsubw9.pdf>

This contract consisting of this W&M addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

**LEXIS NEXIS**

CONTRACTOR by Neal Kennedy  
Neal Kennedy (Jun 16, 2021 09:48 EDT)  
Title Sr Director, Large Markets  
Date of Signature Jun 16, 2021

**WILLIAM & MARY**

AGENCY by Marra Austin  
Title Director of Procurement  
Date of Signature 05/31/2021

W&M does not discriminate against faith-based organizations.



# Willam & Mary Pricing Letter Amendment

Final Audit Report

2021-06-16

Created:	2021-06-14
By:	Donna Ford (donna.ford@lexisnexis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAordyG43rkICbyEtX2Noa5CcZGU0mzcUo

## "Willam & Mary Pricing Letter Amendment" History



Document created by Donna Ford (donna.ford@lexisnexis.com)

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Document emailed to Neal Kennedy (neal.kennedy@lexisnexis.com) for signature

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Document e-signed by Neal Kennedy (neal.kennedy@lexisnexis.com)

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Agreement completed.

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