**ATTACHMENT 2**

**PARTICIPATING ADDENDUM**

* + - 1. This Participating Addendum is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participating Addendum Effective Date”) by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[add full name of the PARTICIPATING JBE]*** (“PARTICIPATING JBE”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) pursuant to the Master Agreement #\_\_\_\_\_\_\_\_\_\_ ***[add Master Agreement # - see cover page]*** (“Master Agreement”) dated \_\_\_\_\_\_\_\_\_\_, 20\_\_ ***[add Effective Date of the Master Agreement]*** between the ***[add name of the ESTABLISHING JBE that established the Master Agreement]*** (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
      2. This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the PARTICIPATING JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
      3. Under this Participating Addendum, the PARTICIPATING JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and PARTICIPATING JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
      4. The PARTICIPATING JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The PARTICIPATING JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the PARTICIPATING JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the PARTICIPATING JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the PARTICIPATING JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
      5. Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
      6. The term of this Participating Addendum shall be from the Effective Date until: [\_\_\_\_\_\_\_\_\_ *– may not exceed the term of the Master Agreement*].
      7. The PARTICIPATING JBE hereby orders, and Contractor hereby agrees to provide, the following Work:
* ***Options for ordering, including description of the Goods, Services and/or Deliverables.***
* ***Options for: service levels, quantity, model #s, delivery dates, pricing, etc.*** 
  + - 1. Any notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the PARTICIPATING JBE:** |
| [name, title, address]  TBD | [name, title, address]  TBD |
| With a copy to: | With a copy to: |
|  |  |

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

* + - 1. This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, PARTICIPATING JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

***[PARTICIPATING JBE]*** ***[CONTRACTOR]***

By: By: Name: Name:

Title: Title:

***END OF ATTACHMENT 2***