

## Sourcing Alliance Network Membership Agreement

This Sourcing Alliance Network Membership Agreement ("**Agreement**") of the Sourcing Alliance Network (as defined below) is made between certain public and/or quasi-public entities, Contract Holders ("**Contract Holders**") and Sourcing Alliance participants ("**Participants**"), that execute a Sourcing Alliance Network Certificate, as attached hereto (collectively, the Contract Holders and Participants are referred to as the "**Sourcing Alliance Members**" or singularly as a "**Sourcing Alliance Member**") to be appended and made a part hereof, thereby binding each Sourcing Alliance Member to the terms of this Agreement, and other public and/or quasi-public entities that agree to the terms and conditions hereof through this membership process in order to create the membership of this intergovernmental network (the "**Sourcing Alliance Network**").

### Recitals:

**A. WHEREAS**, after a competitive solicitation, bid, request for proposal, request for qualifications, negotiation and/or selection process has been facilitated, operated, and/or conducted by Contract Holders (the "**Public Procurement Process**"), in compliance with those Contract Holder's own policies, procedures, rules, and regulations, and that Public Procurement Process results in the award of a publicly procured contract for the receipt of and/or provision of products and/or services, the awardees, winners, contract recipients, and/or successful bidders of such publicly procured contracts (the "**Suppliers**") enter into contracts or agreements with the Contract Holders regarding the terms and conditions of the publicly procured contract (the "**Master Agreements**") to provide a variety of goods and/or services (the "**Products & Services**");

**B. WHEREAS**, Contract Holders possess, own, and/or control Master Agreements and make such Master Agreements available to Sourcing Alliance Members through the Sourcing Alliance Network, whereby Sourcing Alliance Members may voluntarily purchase and/or voluntarily enter into agreements to purchase Products & Services on the same terms, conditions, and pricing as set forth in the Master Agreements and as available to the Contract Holders of said Master Agreements, subject to any applicable local purchasing ordinances and the laws of the State of purchase (the "**Public Contract Offerings**");

**C. WHEREAS**, the parties hereto desire to maximize their abilities to offer Public Contract Offerings to a broader marketplace, expand the number of purchasers of Public Contract Offerings, increase and maximize their purchasing power, and satisfy the fundamental idea of public sector entities working together to improve the efficiency, effectiveness, and economy of the procurement of necessary Products & Services, and create and sustain efficiencies in the fostering and provision of resources to their constituents while fulfilling their duty to maintain the health, safety, welfare, and success of the communities, citizens, and constituents they serve; and

**D. WHEREAS**, the parties hereto desire to conserve resources and reduce procurement costs by entering into this Agreement and forming the Sourcing Alliance Network, and desire to and believe that it is in their best interests to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each Contract Holder will facilitate the cooperative procurement of Products & Services and Public Contract Offerings, including but not limited to, providing the terms and conditions of each Master Agreement and working with the Suppliers to assure that each Master Agreement will be provided on the same terms and conditions for the Products & Services received and/or provided to each Sourcing Alliance Member.
2. Each Participant that voluntarily elects to utilize and/or receive the benefit of a Public Contract Offering made available through its participation in the Sourcing Alliance Network shall adhere to, honor, and comply with the terms and conditions of this Agreement, as well as those of any Master Agreements to which it becomes a party and/or recipient of any offered Products & Services thereof. Additionally, each Participant will be under no obligation to pay, utilize, receive, or otherwise participate in any Public Contract Offering of or made available through the Sourcing Alliance Network.
3. In furtherance of **Section 1** to this Agreement, each Sourcing Alliance Member shall designate Collaborant Group, Ltd., an Ohio limited liability company ("**Collaborant**"), as its administrative representative (the "**Administrative Representative**") to facilitate the goals of the Sourcing Alliance Network.
4. The Administrative Representative acknowledges and agrees that it shall contractually bind itself with all present and future Contract Holders and act as the Administrative Representative to all present and future Sourcing Alliance Members in order to assure that the benefits from each Public Contract Offering is shared by all Sourcing Alliance Members utilizing such Public Contract Offerings.
5. The procurement of Products & Services subject to this Agreement shall be conducted in accordance with all applicable federal, state, and local statutes, ordinances, rules and regulations that govern each party's respective procurement practice(s), policy(ies), and/or procedure(s).

6. Solicitations by Suppliers obtained by a party pursuant to the terms of this Agreement shall be in accordance with the terms and conditions of said solicitation, except as when the modification of those terms and conditions is otherwise allowed or required by applicable law.
7. That the Contract Holders will make available, upon a timely and reasonable request, any and all information that may assist in improving the effectiveness, efficiency, and economy of the Sourcing Alliance Member's procurement of Products & Services and/or utilization of a Public Contract Offering.
8. That the Participant is under an obligation to make timely payments to the Supplier for Products & Services acquired through Public Contract Offerings that are made available within and through the Sourcing Alliance Network in accordance with the terms and conditions of this Agreement and the Master Agreement of that Public Contract Offering. Inspections and acceptance of the Products & Services made available through the Public Contract Offerings contracted for by the Participant shall be the exclusive obligation of such Participant. Disputes between the Participant and Supplier are to be resolved in accordance with any governing law provisions and/or choice of law provisions as set forth in the Public Contract Offering.
9. Each Sourcing Alliance Member shall be entitled to only those prices and terms and conditions for the Products & Services as set forth in the Public Contract Offerings. The Sourcing Alliance Member shall not use this Agreement or any of the Public Contract Offerings available through the Sourcing Alliance Network as a method for obtaining additional concessions or reduced prices for similar Products & Services.
10. The Sourcing Alliance Member shall be responsible for the ordering of Products & Services under this Agreement. A Contract Holder shall not be liable in any fashion for any violation by a Sourcing Alliance Member, and the Sourcing Alliance Member shall hold the Contract Holder harmless from any and all liability that may arise from action or inaction of the Sourcing Alliance Member, in accordance with that Master Agreement of that Public Contract Offering between the Contract Holder and the Supplier through which the Sourcing Alliance Member is deriving benefits.
11. The exercise of any rights or remedies by the Sourcing Alliance Member shall be the exclusive obligation of such Sourcing Alliance Member.
12. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to the Sourcing Alliance Network at 6001 Cochran Road, Suite 333, Solon, Ohio 44139.
13. This Agreement shall become effective upon execution by the Sourcing Alliance Member of the Sourcing Alliance Network Certificate. Further, a Contract Holder and/or Participant that executes this Agreement agrees to its terms and agrees to be bound by the same.
14. Notwithstanding anything to the contrary as set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the Northern District of Ohio and Cuyahoga County in the State of Ohio in any legal suit, action, or proceeding arising out of or based upon this Agreement or the services provided hereunder.
15. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
16. A Sourcing Alliance Member shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Sourcing Alliance Network's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Sourcing Alliance Network may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.
17. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
18. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
19. Each party to this Agreement acknowledges that it has read the Agreement, and represent and warrants that it has the necessary legal authority and it is legally authorized to execute and enter into this Agreement.

Please return this completed certificate by fax at 440.337.0002, email to [info@SourcingAlliance.org](mailto:info@SourcingAlliance.org), or simply complete and submit online at <https://www.sourcingalliance.org/join/>.

## Sourcing Alliance Network Certificate

I hereby acknowledge, on behalf of \_\_\_\_\_ (the “**Sourcing Alliance Member**”), that I have read and agreed to the general terms and conditions set forth in the enclosed Sourcing Alliance Membership Agreement regulating the use of Master Agreements and purchase of Products & Services that from time to time are made available by a Contract Holder to a Participant, or a Sourcing Alliance Member, through the Sourcing Alliance Network. Copies of Master Agreements, Public Contract Offerings, and any amendments thereto made available by a Contract Holder will be provided to Suppliers and the Sourcing Alliance Network to facilitate use of such Master Agreements and Public Contract Offerings by Sourcing Alliance Members and in accordance with the terms of the Sourcing Alliance Membership Agreement.

I understand that the purchase of one or more Products & Services, the availability of the Master Agreements, and/or the use of Public Contract Offerings, under the provisions of the Sourcing Alliance Membership Agreement, is at the sole and complete discretion of the Sourcing Alliance Member(s) and I hereby designate Collaborant as Administrative Representative for the Sourcing Alliance Network, in order to facilitate and act to assure that the benefits of the Sourcing Alliance Network are derived by all participating Sourcing Alliance Members.

Capitalized terms not defined in this Sourcing Alliance Network Certificate shall have the meaning as set forth in the Sourcing Alliance Membership Agreement.

<b>Authorized Signature</b>	
<b>Entity Name:</b>	
<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Organizational Information</b>	
<b>Taxpayer/Employer ID#:</b>	
<b>Number of Employees:</b>	
<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Contact Phone:</b>	
<b>Contact Facsimile:</b>	
<b>Contact E-mail:</b>	
<b>Member Mailing Address:</b>	
<b>Member Website:</b>	