

## E&I PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into this 1<sup>st</sup> day of December, 2016 (the "Effective Date") by and between Staples Contract and Commercial, Inc., operating as Staples Advantage ("Staples") and University of Central Florida Board of Trustees (the "Participating Member").

1. The Participating Member is eligible to purchase products and services from Staples under the E&I program as governed by the terms and conditions of the April 1, 2015, Master Agreement, number CNR01373, entered into between Staples and Educational & Institutional Cooperative Service, Inc. ("Master Agreement"); and
  2. Participating Member agrees to purchase from Staples, and Staples agrees to sell to Participating Member, various products and services as offered under the E&I program in accordance with the terms and conditions of such Master Agreement and this Agreement.
  3. This Agreement shall commence on the Effective Date and shall expire at midnight, November, 30 2019 (the "Term"), unless otherwise terminated in accordance with the provisions of the Master Agreement. In addition, either party may terminate this Agreement upon 90 days' prior written notice to the other party. This Agreement may be renewed upon the mutual written agreement of the Parties for additional one-year terms or multiple year terms (each, a "Renewal Term") in accordance with the terms of the Master Agreement.
  4. Prices for Products and Services are as specified in the Master Agreement and are subject to adjustment as set forth therein; however, Participating Member has requested and acknowledges that the Prices for Catalog Items as specified in the Master Agreement have been increased by 9.89% percent.
  5. Participating Member is eligible to begin earning Variable Volume Rebate available under the E&I program. Variable Volume Rebate: (i) is based on Participating Member executing this Agreement; and (ii) will be paid against total paid invoices on Net Sales occurring while this Agreement is in full force and effect. Participating Member will earn applicable Variable Volume Rebate based on:
    - a January 1-December 31 annual period.
    - a July 1-June 30 annual period.
- For the avoidance of doubt, the Variable Volume Rebate in this Section 5 earned by the entities participating in the Master Agreement will be paid to Educational & Institutional Cooperative Service, Inc. ("E&I"), and E&I will then distribute the applicable rebate monies to Participating Member.
6. Staples will pay Participating Member a volume rebate of *nine* percent (9%) of Buyer's Net Sales of "Catalog Items", during each Annual Period, to be paid within forty-five (45) calendar days after the end of each Annual Period during the Initial Term.
  7. Participating Member will receive a one percent (1%) prompt payment discount for payments made within ten (10) days.

- 8. Minimum Order will be \$25.00 and can be changed at any time during the contract period if mutually agreed upon by both sides.
- 9. Defined terms used in this Agreement shall have the meaning ascribed to them under the Master Agreement unless otherwise defined herein. Except as modified by this Agreement, the original terms and conditions of the Master Agreement shall apply to the sale of products and services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**STAPLES CONTRACTS AND COMMERCIAL, INC.,**  
Operating as Staples Advantage

By: Wayne Hall

Date: Oct 10, 2016

Name: Wayne Hall  
Title: RVP Sales

Address: 500 Staples Drive  
Framingham, MA 01702

**UNIVERSITY OF CENTRAL FLORIDA**  
**BOARD OF TRUSTEES**

By: John C. Hitt

Date: 9/29/16

Name: John C. Hitt  
Title: President

Address: 4000 Central Florida Blvd.  
Orlando, FL 32816

By: William F. Merck II Date: \_\_\_\_\_

Name: William F. Merck II  
Title: Vice President for Administration and  
Chief Financial Officer

By: Gregory D. Robinson

Name: Gregory D. Robinson, MPA, CAP 9/27/16  
Title: Director of Purchasing

By: Curt Sawyer

Name: Curt Sawyer 9/27/16  
Title: Associate Vice President for  
University Services

Approved as to Form and Legality

J. Clark 9/27/16