

INTERGOVERNMENTAL COOPERATIVE PURCHASING A G R E E M E N T

Pursuant to Chapter 39.34 of the Revised Code of Washington and to other applicable laws, Clemson University, Clemson, South Carolina and the University of Washington, Seattle, Washington (Institutions of Higher Education) hereby agree to cooperative governmental purchasing agreement.

It is understood that Clemson University, a public Institution of Higher Education, is subject to South Carolina state law and its own internal University procurement policies, which at the time of execution of this agreement, prohibit Clemson from utilizing the University of Washington's publicly bid contracts as a basis for establishing contracts for their institution.

Therefore, the University of Washington and Clemson University, to the extent permitted by each institutions governing laws, policies and procedures enter into this Agreement with the following terms and conditions:

(1) This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both parties.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the

parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(7) The Director of Procurement and Business Services for Clemson University and the Procurement Manager for the University of Washington shall be representatives of the entities for conducting the terms of this Agreement.

(8) This Agreement shall continue in force until canceled by either party, which cancellation may be effective upon receipt by one of the parties of the written notice of cancellation of the other party.

Approved by:

Clemson University



By: Rod Stanford for Mike Nebesky

Title: Director of Procurement and Business Services

Date: November, 22 2022

University of Washington

DocuSigned by:

Claudia Christensen

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By: _____

Claudia Christensen C.P.M.

Title: Procurement Manager

Date: 11/22/2022