

## **AMENDMENT 001**

### **Agreement Between The Rector and Visitors of the University of Virginia and International Business Machines Corporation**

The Rector and Visitors of the University of Virginia, (the "University") and International Business Machines Corporation ("IBM") are amending the Agreement dated December 21, 2007 whereby IBM contracted to provide high-end computing needs to the University. The following changes will be added and updated effective immediately upon signature by both parties.

#### **Specific Provisions**

In Section C, IBM Business Partners, delete the verbiage in its entirety and replace with the following:

The following is a list of IBM Business Partners who are authorized to support this Agreement. IBM Business Partners are only authorized to quote to the products in this Agreement. Purchase Orders will be issued directly to IBM and must include the Business Partner name and the contract number of this Agreement (UVA 682546).

- Sirius Computer Solutions, Inc.  
Tyrone Greene  
[tyrone.greene@siriuscom.com](mailto:tyrone.greene@siriuscom.com)  
240-379-6828,  
P.O. Box 821, Frederick, Maryland 21705
- Mainline Information Systems  
Connie Lassiter,  
[connie.lassiter@mainline.com](mailto:connie.lassiter@mainline.com)  
757 494-9934  
1700 Summit Lake Drive, Tallahassee, Florida 32317
- CAS Severn, Inc  
Harris Jones  
[hjones@cassevern.com](mailto:hjones@cassevern.com)  
800 252-4715  
6201 Chevy Chase Drive, Laurel, MD 20707

## **Contractual Provisions, Attachment 1**

The verbiage in Provision W, Use of Agreement by Third Parties, is deleted in its entirety and replaced with the following:

### W. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement.

Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

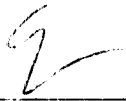
Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of conflict between this Amendment and the Agreement, this Amendment will take precedence. All other terms and conditions of the Agreement will remain in effect.

**ACCEPTANCE**

**For the Rector and Visitors**

**University of Virginia**



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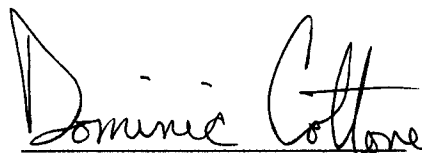
Eric N. Denby

Director of Procurement Services

9/23/08

Date

**For International Business of the Machines**



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Dominic Cottone

Region Executive, Public Sector Mid Atlantic

9-15-08

Date

RFP #MW040607

Purchase Order # 682546