

Member-Requested Participation Addendum (MPA)

This Addendum (“**MPA**”) is entered into by State of Iowa (“**Member**”) and Nestle HealthCare Nutrition, Inc., a corporation with an address of 11095 Viking Drive, Suite 520, Eden Prairie, MN 55344 (“**Vendor**”) and MMCAP Infuse, an agency of the State of Minnesota (“**MMCAP Infuse**”), regarding MMS2100543 (“**Agreement**”).

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date**: This MPA is effective on the date all signatures have been obtained.
- B. **Termination**: This MPA terminates upon:
 - 1. Thirty (30) calendar days’ written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. SCOPE

- A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. *Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit B.*

IV. GENERAL PROVISIONS

- A. **Assignment**: Except as affirmed in this MPA, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.

- D. **Jurisdiction and Venue:** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

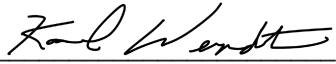
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IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:
STATE OF IOWA

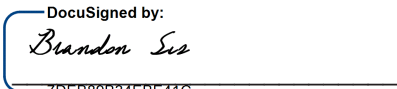
VENDOR:
Nestle HealthCare Nutrition, Inc.

Signature: 
Printed: Karl Wendt
Title: Procurement Manager
Date: 7/12/24

Signature: 
Printed: Bridget Plank
Title: Sr. Director, Market Access & Strategic Ops
Date: May 14, 2024

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: 
Printed: Brandon Sis Date: 7/15/2024

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: 
Printed: Michelle Korpela Date: 7/15/2024

[SIGNATURE PAGE]

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2100543
 - a. Attachment C: Letter of Participation

EXHIBIT B**Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and are added to the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

Additional Terms:**1. Equal Opportunity and Affirmative Action; Nondiscrimination in employment by contractors and subcontractors - Iowa Code §19B.7**

Vendor and its subcontractors are prohibited from engaging in discriminatory employment practices forbidden by federal and Iowa state law, Iowa executive orders and rules of the Iowa department of administrative services, which pertain to equal employment opportunity and affirmative action.

Vendor may be required to have on file a copy of the affirmative action program, containing goals and time specifications.

Any breach of these provisions shall be regarded as a material breach of this MPA.

Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Iowa department of administrative services prior to the execution of the MPA shall be a condition of the MPA or agreement binding upon the Vendor, its successors, and assignees.

Failure to fulfill the nondiscrimination requirements of this MPA or any of the rules and orders may cause the MPA to be canceled, terminated, or suspended in whole or in part, and the Vendor may be declared ineligible for future state contracts in accordance with authorized procedure or the Vendor may be subject to other sanctions as provided by law or rule.