



## CONTRACT MODIFICATION

**Date:** June 28, 2021  
**Contract #:** UCPJMU6028  
**Service:** Modular Buildings and Storage Containers  
**Modification #:** One  
**Issued By:** James Madison University Ph: 540-568-3002  
Christopher Beahm, Buyer Senior Fx: 540-568-7935  
**Contractor:** Modular Genius, Inc.  
Attn: Damon T. Pross  
1201 South Mountain Road  
Joppa, MD 21085  
**Contract Administrator:** Gary Shears, Procurement

### **Description of Modification Notice:**

- Negotiation Summary bullet #5 will be replaced with the separate PAC agreement. (Attached separately)

Except as provided herein, all terms and conditions of Contract Number UCPJMU6028 as herefore changed, remain unchanged and in full force and effect.

### **Modular Genius, Inc.**

**By:**

Damon T. Pross

*Name (print)*

President

07/01/2021

*Title*

*Date Signed*

### **James Madison University**

**By:**

Christopher Beahm, VCCO, CUPO

*Name (print)*

Buyer Senior

*Title*

*Date Signed*

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 28th day of June 2021 is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and Modular Genius, Inc., ("Vendor").

**TERM**

The initial term of this Agreement is from May 3, 2021 to May 2, 2022 with 4 one-year renewal options, and an expected final expiration of May 2, 2026. This end date coincides with the Primary Agreement's (UCPJMU6028) end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6028, dated May 3, 2021 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Vendor's logo on the Consortium website

### III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

### IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Chris Beahm, Buyer Senior  
JMU Procurement Services  
752 Ott Street, MSC 5720, 1st Floor  
Harrisonburg, VA 22807

If to Vendor:

Michael J Whitehead

Modular Genius, Inc.  
1201 South Mountain Rd  
Joppa, MD 21085  
Email: mwhitehead@modulargenius.com


## ACCEPTANCE

**For James Madison University**

**For Modular Genius, Inc.**



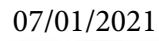
Catherine Weaver  
Procurement Director



Date

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Damon T Pross  
President



Date

Agreement #: UCPJMU6028-PAC