



CONTRACT MODIFICATION


Date: August 14, 2024
Contract #: UCPJMU6512
Service: Customer Relationship Management System
Modification #: Nine
Issued By: James Madison University Ph: 540-568-3137
Colleen Johnson, Lead Commodity Contract Officer &
Project Manager Fx: 540-568-7935
Contractor: Huron Consulting Services
Attn: Geof Corb
550 W. Van Buren Street
Chicago, IL 60607
Contract Administrator: Robin Bryan, Information Technology

Description of Modification Notice:

The previously executed Virginia Higher Education Public Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement, effective January 24, 2023, which was included in UCPJMU6512 in the Negotiation Summary as Attachment C, is hereby replaced with the attached replacement VHEPC PAC agreement, to correct the remittance address under section III.B. *Payment*; effective August 14, 2024.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6512 as herefore changed, remain unchanged and in full force and effect.

Huron Consulting Services

By: 

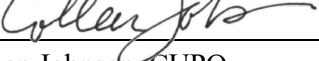
Geof Corb

Name (print)

Managing Director 8/15/2024

Title Date Signed

James Madison University

By: 

Colleen Johnson, CUPO

Name (print)

Lead Commodity Contract Officer & Project Manager

Title Date Signed

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 14th day of August 2024, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Huron Consulting Services (AKA Huron Consulting Group), (“Vendor”).

TERM

The end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6512, dated January 24, 2023 (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 August 31 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
c/o VHEPC
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:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

~~Derek Luther~~ Geoffrey Corb
Huron Consulting Services LLC
550 W. Van Buren Street, Suite 1700,
Chicago IL 60607
Email: ~~dluther@hcg.com~~ gcorb@hcg.com
Fax: 312-583-8701

ACCEPTANCE

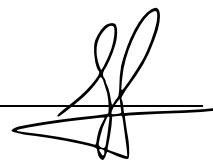
For James Madison University



Colleen Johnson
Lead Commodity Contract Officer & PM

August 14, 2024
Date

For Huron Consulting Services



Geof Corb
Managing Director

8/15/2024
Date

Agreement #: UCPJMU6512-PAC