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Enactment Date	4/24/19 os



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Marion McWilliams, General Counsel

Board Meeting Date 4/24/19
Subject Order Form/Subscription Agreement
Contractor: Thomson Reuters
Services For: Legal Department

Action Requested and Recommendation Ratification by the Board of Education of Order Form/Subscription Agreement between the District and Thomson Reuters, Eagan, MN, for the latter to provide a subscription to Westlaw, an online legal research service used by the Legal Department,

for the period of 5/1/2019 through 4/30/2022 in an amount not to exceed \$4,696.80 per fiscal year.


Background
(Why do we need these services? Why have you selected this vendor?)

The Legal Department uses Westlaw as a legal research tool.

Competitively Bid Was this contract competitively bid? No
If no, exception: Technology - electronic data-processing systems, supporting services/software

Fiscal Impact Funding resource(s): General Purpose

Attachments ● Order Form/Subscription Agreement

 THOMSON REUTERS™	<h2 style="margin: 0;">Order Form</h2> <p style="margin: 0;">Contact your representative rachel.cicero@thomsonreuters.com with any questions. Thank you.</p>	<h2 style="margin: 0;">Order ID: Q-00451726</h2>
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Account Address Account #: 1000071584 OAKLAND UNIFIED SCHOOL DISTRICT GENERAL COUNSEL 1000 BROADWAY STE 680 OAKLAND CA 94607-4099 US	Shipping Address Account #: 1000071584 OAKLAND UNIFIED SCHOOL DISTRICT GENERAL COUNSEL 1000 BROADWAY STE 680 OAKLAND CA 94607-4099 US	Billing Address Account #: 1000071584 OAKLAND UNIFIED SCHOOL DISTRICT GENERAL COUNSEL 1000 BROADWAY STE 680 OAKLAND, CA 94607-4099 US
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This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

Online / Practice Solutions / Solutions / ProFlex Renewals							
Svc Mat#	Renewed Product	Agreement #	Deal ID	*Current Monthly Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
40757482	West Proflex	0000074313		\$380.00	36 <small>(5/1/19-4/30/22)</small>	3%	3%

Renewal Terms

*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

For Online/Practice Solutions/Software/Proflex Products Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

For Window Products Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Renewal Terms

For Online/Practice Solutions/Software/Proflex Products: At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

For Window Products At the end of the Minimum Term or Renewal Term as applicable your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 90 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may the Post-Minimum or Post Renewal subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Renewal Term Federal government subscribers that chose a multi-year Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>


The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

AUTHORIZED WEST REPRESENTATIVE

Signature: 
 Printed Name: Cheryl Healy
 Title: Senior Counsel
 Date: 4/3/2019

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgment: Order ID: Q-00451726

Michael L Smith
DD0EFF2C501B49B
 Signature of Authorized Representative for order
 Michael L Smith

Co-General Counsel
 Title
 4/2/2019



Printed Name

Date

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This Order Form will expire and will not be accepted after 5/31/2019.



Attachment

Order ID: Q-00451726

Contact your representative rachel.cicero@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000071584

Order Confirmation Contact (#28)

Contact Name: CINDEE LAJOURS

Email: cindee.lajours@ousd.k12.ca.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Account Contacts