

## **UPS Customer Agreement**

### **For the procurement of Express Courier, Overnight & Ground Delivery Logistics Services Under the**

#### **Sourcewell Contract #091416-UPS**

Sourcewell Member (hereafter referred to as Member Customer)

(*name and address:* \_\_\_\_\_)

and UPS agree to enter into this Agreement to allow Member Customer to purchase and UPS to provide express courier, overnight, and ground delivery logistics services under all rates, terms and conditions previously agreed between UPS and Sourcewell (formerly NJPA) in Sourcewell Contract #091416-UPS, effective on March 20, 2017 and terminating on March 20, 2022. This Member Customer Agreement shall have a term beginning on the effective date last set out below and ending March 20, 2022.

This Member Customer Agreement may be used by all state agencies, education institutions (public and private), political subdivisions of a state, and other public, public service, and non-profit entities that are eligible and current members of Sourcewell or are otherwise eligible NJPA. Issues of Member Customer initial eligibility for participation under Sourcewell Contract #091416-UPS are solely within the authority of Sourcewell. Member Customer acknowledges they are a member of Sourcewell and is eligible to purchase services under Sourcewell Contract #091416.

Sourcewell Contract #091416-UPS sets forth the terms and conditions under which UPS will provide the parcel pickup and delivery services ("Services"). The Services are further described in the applicable UPS Rate and Service Guide ("Service Guide") applicable to the United States in effect at the time of shipping. Parties agree that all Services provided by UPS are governed by the terms of the Service Guide and Terms in effect at the time of shipping, which is incorporated here by this reference. The parties agree to maintain the confidentiality of this Member Customer Agreement including its rates, terms and incentives ("Confidential Information") unless disclosure is required by law. Member Customer agrees not to post or publicly display any Confidential Information.

If Sourcewell notifies UPS that Member Customer is no longer eligible to participate under Sourcewell Contract #091416-UPS, or if Member Customer sells, assigns or transfers the UPS Services, including pricing, to any third party, UPS shall immediately terminate this Member Customer Agreement. Member Customer acknowledges and agrees that if Sourcewell Contract #091416-UPS expires or is terminated for any reason whatsoever, such expiration or termination will operate as an automatic and immediate termination of this Member Customer Agreement without notice to Member Customer. This Member Customer Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the termination date.