

**Revised Purchase Order****Sales Tax Exemption**

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

<b>Purchase Order</b>			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
<b>Jul 27, 2021</b>	<b>AB0637921</b>	<b>1</b>	<b>Oct 9, 2021</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
<b>Buyer Contact:</b>			
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>	
sdb - Barnes, Sandy	sandy.barnes@tamuc.edu	903.468.3000	
<b>Customer Contact:</b>			
Name:	Rose Adams		
Email:	ROSE.MARY.ADAMS@TAMUC.EDU		
Phone:	+1 903-886-5731		

**Order acceptance instructions:**

**Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.**

Supplier Information		Delivery Information	
Supplier Name	AMERICAN CHEMICAL SOCIETY	<b>Delivery Address</b>	
Address	2540 OLENTANGY RIVER ROAD COLUMBUS, Ohio 43202 United States	TAMUS Member:	21-Texas A&M University - Commerce (21)
Phone	+1 614-447-3731	Attn:	Rose Mary Adams
Fax	+1 202-872-6067	Library	
FOB / FREIGHT	Destination	Room	401D
Pre-Pay & Add	No	2600 S Neal St	
Payment Terms	0, Net 30	Commerce, TX 75428	
Contract Number - Header	C2021-2593	United States	
Contract Number - Line	<i>no value</i>	<b>Delivery Information</b>	
Quote number	1105466-1	Required Delivery Date	
		Ship Via	Best Carrier-Best Way

**Notes to Supplier****PO Clauses**

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
	536	Terms & Conditions - TAMU-Commerce	This purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address: <a href="http://www.tamuc.edu/facultyStaffServices/purchasing/references/forms/default.aspx">http://www.tamuc.edu/facultyStaffServices/purchasing/references/forms/default.aspx</a>

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	ACS All Publications Package (01/01/2022-12/31/2022)	N/A	EA	53,489.00 USD	1 EA	53,489.00 USD
2 of 2	ACS Legacy Archives Lease (01/01/2022-12/31/2022)	N/A	EA	6,261.00 USD	1 EA	6,261.00 USD
Total					<b>59,750.00 USD</b>	

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&amp;M University- Commerce</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamuc.edu</p> <p>PO Box 3011</p> <p>Commerce, TX 75429</p> <p>United States</p>

[Texas A&M System, 2361636]

**Amendment 2**

to the Online Products Institutional Access Agreement dated 1 January 2014 as amended 30 November 2016 ("Agreement")

Between

**Texas A&M University, a member of The Texas A&M University System ("Grantee")**

**And**

**American Chemical Society ("ACS")**

Each a "Party" and, together, the "Parties"

This Amendment 2 to Agreement is effective 1 January 2020 by and between the Parties.

WHEREAS, the Parties, for and in consideration of the promises and mutual covenants herein contained and in the Agreement to be kept, observed and performed by the Parties, hereby agree as follows:

1. The term of the Agreement is extended to 31 December 2022 (hereinafter, "Term").
2. All other terms, conditions, obligations, covenants and warranties of the Agreement shall remain unchanged and remain in full force and effect.

Accepted:

Grantee Authorized Signature:  Digitally signed by Michael K. Young  
Date: 2020.06.01 08:41:34 -05'00'

Michael K. Young

Printed Name of Authorizing Person: President, Texas A&M University

Date: \_\_\_\_\_

ACS Authorized Signature: 

Printed Name of Authorizing Person: Eric S. Slater

Date: 1 June 2020