

## ADDENDUM TO SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This supplemental addendum to the Subscription License and Services Agreement, effective **March 11, 2014**, by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina ( "Licensee") and Infor (US), Inc. ("Infor"), is hereby modified to include the following clauses:

### Conflict of Interest

No officer, employee or agent of the licensee, and no sub-grantee or sub-recipient of any federal or state funds from the Licensee shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Licensee's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

1. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
2. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City of Greensboro policies and City Council goals and objectives.
3. **Agent** - Those individuals or companies who are authorized to act on behalf of the Licensee and who provide services or products, whether contractual or not.

### Non-Discrimination Requirements

As a condition of entering into this agreement, the Contractor represents and warrants that it will not discriminate on the basis of race, color, religion, national origin, biological sex, age, disability, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to

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remedy the effects of marketplace discrimination that have occurred or are occurring in the Licensee's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in Licensee contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

### **Iran Divestment Act Certification**

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

**Vendor:**

Signature:



Printed Name: Lindsay Pritchard

Title: Associate General Counsel

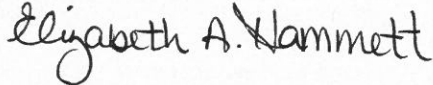
Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: January 9, 2017

**VENDOR WITNESS ATTEST:**

Signature:

**CITY OF GREENSBORO:**

Signature:

Printed Name:

Title:

Address: 300 W Washington St,

Address: Greensboro, NC 27401

Signature Date:

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

Signature:

Printed Name:

Title: Deputy Finance Officer

**APPROVED AS TO FORM:**

Signature:

Title:

**Office of the City Attorney**