

BRIEF 06 OF 07 · BEFORE YOU RENEW

Contracts & Suppliers

When reference points move, contract structure is what holds. Four provisions in E&I master agreements address this quarter's pressures.

3 of 4

master agreements reviewed include a downward-adjustment clause

24 mo.

firm pricing on several featured agreements

4%

escalation cap, or CPI-U, with mandatory cost substantiation

IN THIS BRIEF Featured supplier and partner alignment Supplier and Ecosystem Engagement

Featured supplier and partner alignment

The cooperative's value in each category rests on a vetted, competitively solicited supplier base. The table below summarizes alignment for the featured categories and the agreements examined in this edition. It is illustrative rather than exhaustive, and it is intended to show how category needs map to contracted capability.

Category need	E&I agreement	Provision most relevant this quarter
Information technology: governed enterprise artificial intelligence	DLT Solutions, CR001527	Five year term through December 31, 2030; firm pricing for the first twenty-four months; education and pricing parity; conditional FERPA obligations if student records are received
Information technology: artificial intelligence with implementation services	New Tech Solutions, CR001528	Escalation capped at 4 percent or CPI-U with mandatory cost substantiation; compulsory downward adjustment if supplier costs fall; member rebate to 1.75 percent
Facilities: predictive intelligence and capital renewal planning	Mantis Innovation, CR001344	Firm pricing for twenty-four months, then a 3 percent cap; 95 percent on-time delivery standard; one year parts, labor, and travel warranty; compulsory downward adjustment
Research and scientific: laboratory supplies and capital equipment	VWR International, CNR01459, Amendment 6	Leasing and financing added to scope; financed equipment deemed a purchase under the agreement and retaining all contracted pricing and incentives

Category need	E&I agreement	Provision most relevant this quarter
Finance and admissions: enrollment management and student outreach	ReUp Education, CR001583	Services structured and invoiced as bundled services under the 2011 guidance; FERPA school official provisions; revenue share of 28.5 percent inclusive of a 5 percent E&I discount

Table 2. Category and supplier alignment, Q3 2026. Source: E&I Cooperative Services executed master agreements, reviewed September 2026.

PART FOUR

Supplier and Ecosystem Engagement

If the recurring theme of this edition is that reference points moved, the counterpart in supplier engagement is that contract structure is what holds when they do. Three provisions recurring across the master agreements examined this quarter each address a pressure identified in Part One, and each is worth naming because institutions negotiating alone frequently do not obtain them.

Firm pricing periods of twenty-four months insulate members from the producer price movement described above for long enough to plan around it. Education and pricing parity provisions oblige a supplier to extend terms equal to or better than those offered to any other cooperative or comparable consortium serving education, which converts aggregate membership scale into individual institutional pricing. Escalation caps paired with substantiation requirements shift the burden of justifying an increase onto the party holding the cost information, which is the protection that holds regardless of which index moves.

A fourth provision deserves particular attention this quarter because it is uncommon in the wider market and because three of the four master agreements reviewed contain it. A downward adjustment obligation requires the supplier, if its cost to provide the products or services decreases at any point following an approved price increase, to execute an amendment reducing cost to the member so as to maintain the same profit margin.

In an environment where producer prices have moved sharply in one direction, an institution should know whether it holds a mechanism that operates when they move back. Our first party observation is that this clause is very rarely invoked, not because it is unavailable but because no one at the institution is assigned to monitor it.

Two patterns in supplier engagement were visible across category conversations. The first is that members increasingly ask suppliers to demonstrate rather than assert. In artificial intelligence, that means documented data handling and a component inventory rather than a general assurance. In facilities, it means condition data at the asset level rather than a dashboard. In enrollment services, it means independently evaluated outcomes rather than case studies. E&I solicitation requirements increasingly reflect that shift.

The second is that consolidation on the buy side continues, and that it carries its own risk. Members reducing the number of suppliers they manage recover oversight and audit readiness, and they simultaneously concentrate exposure. The cooperative role is to make consolidation safe by ensuring that

fewer relationships do not become single points of failure, which is one reason multi award structures remain preferable in categories where continuity of service matters more than unit price.

Supplier diversity belongs in the same frame. Tracking diverse spend by certification category, integrating diversity into evaluation criteria, and structuring contracts so that capable smaller firms can compete reduce concentration risk and strengthen the supplier base over time.

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