This Standard Contract Addendum (“Addendum”) between Texas Woman’s University ("TWU") and VENDOR ("Vendor") is incorporated by reference into the attached AGREEMENT NAMES (“Agreement”) between TWU and Vendor. TWU and Vendor may be referred to singularly as a “Party” and collectively as the “Parties.” Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and Vendor waives any claim to the contrary.

**1. ADDENDUM CONTROLLING.** The parties specifically agree that this Addendum is expressly made a part of the Agreement, and despite any language contrary anywhere else within this Agreement, in the event there is a conflict between the other terms and conditions of the Agreement or any attachments, exhibits or other addenda thereto and this Addendum, this Addendum will control.

1. **INDEPENDENT CONTRACTOR.** Vendor hereby acknowledges that it is an independent contractor and all persons employed to furnish services hereunder are employees of Vendor and not of TWU. All individuals performing services hereunder will be employees of Vendor and Vendor will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees.
2. **USE OF NAME, LOGOS, ETC., IN ADVERTISING & PUBLICITY.** Vendor agrees not to make reference to this Agreement or use the logo of TWU in any advertising material of any kind without the expressed written permission of TWU. Additionally, Vendor shall not use TWU's name, logo or likeness in any press release, marketing materials or other public announcement without receiving TWU's prior written approval.
3. **INSURANCE.** Vendor agrees to maintain, at Vendor’s sole expense, and provide proof of insurance meeting TWU’s Third Party Insurance Standards (Revised May 2022) ([www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf](http://www.twu.edu/media/documents/risk-management/TWU-Third-Party-Insurance-Standards.pdf)). By requiring such minimum insurance, TWU shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor. Therefore, the Vendor shall assess its own risks and, if it deems appropriate, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.  The Vendor’s failure to comply with the requirements of this section shall be considered a breach of this Agreement. Proof of insurance coverage is to be forwarded to TWU Risk Management by email at risk@twu.edu.
4. **UNIVERSITY INSURANCE.** TWU is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of TWU. TWU represents to Vendor that it either has insurances policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. TWU further represents to Vendor that it either has workers’ compensation insurance in the amount required by Texas statute or is entitled to self-insure for workers compensation coverage under Texas law and has elected to do so. TWU does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by TWU.
5. **SOVEREIGN IMMUNITY**. Nothing in this Agreement shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state’s Attorney General, is invalid.
6. **UNIVERSITY INDEMNITY**. Any indemnity provision in the Agreement may be invalid or unenforceable against TWU because of applicable state or federal law. TWU may not indemnify Vendor beyond its authority under state law and no indemnity may be provided for Vendor’s negligence or intentional acts or omissions.
7. **VENDOR INDEMNITY**. Vendor shall indemnify and hold TWU, its Regents, officers, employees and agents harmless from any and all manner of suits, claims or demands (1) arising out of Vendor’s, its employees’, agents’ and subcontractors’ acts or omissions arising under the performance of this Agreement; (2) the negligence or willful misconduct of vendor, its agents, employees or subcontractors; (3) Vendor’s breach of any representation, warranty, covenant or other obligation hereunder; and (4) the infringement of any third party proprietary rights with respect to goods or services supplied to TWU in connection with this Agreement (each of which is an “Indemnifying Act”). Vendor shall reimburse TWU for any and all costs, damages and expenses including reasonable attorney’s fees to which TWU may be subject as a result of the occurrence of any Indemnifying Act. This provision shall survive any termination of this Agreement, and the indemnities described in this paragraph will not be subject to any liability caps stated anywhere in the Agreement.
8. **CONFIDENTIALITY.** Under this Agreement, if Vendor (1) creates, (2) receives from or on behalf of TWU, or (3) has access to, TWU’s data, records or record systems may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable laws among other sensitive or confidential information (collectively, the “Sensitive University Data”), Vendor represents, warrants, and agrees that it will: (1) hold Sensitive University Data in strict confidence and will not use or disclose Sensitive University Data except as (a) permitted or required by this Agreement, (b) required by applicable laws, or (c) otherwise authorized by TWU in writing; (2) safeguard Sensitive University Data according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security that are no less rigorous than the standards by which Vendor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that Sensitive University Data is safeguarded and the confidentiality of Sensitive University Data is maintained in accordance with all applicable laws and the terms of this Agreement; and (4) comply with TWU rules regarding access to and use of TWU’s computer systems. At the request of TWU, Vendor agrees to provide TWU with a written summary of the procedures Vendor uses to safeguard and maintain the confidentiality of Sensitive University Data. Additional mandatory confidentiality and security compliance requirements with respect to Sensitive University Data subject to the Family Educational Rights and Privacy Act, 20 United States Code (USC) §1232g (“FERPA”) are addressed below, where applicable.
9. **RETURN OF UNIVERSITY RECORDS.** Within thirty (30) days of the termination of this Agreement, Vendor agrees to return or destroy all TWU data, records and record systems (“University Records”), at TWU’s option. If TWU opts for Vendor to destroy the University Records, Vendor will provide proof of such destruction within ten (10) days of such destruction. Vendor may retain only such information as is required by applicable record retention obligations.
10. **FERPA.** For purposes of the Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), TWU hereby designates Vendor as a school official with a legitimate educational interest in any educational records covered by the Agreement, only to the extent that access to the records are required by Vendor to carry out the purposes of the Agreement. Vendor agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
11. **TAXES.** This Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, Agency, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, TWU shall not directly or indirectly be liable for taxes of any kind. TWU shall provide all applicable tax exemption certificates upon Vendor’s request.
12. **INSOLVENCY.**  In the event of any proceedings in bankruptcy or insolvency by or against Vendor, or in the event of appointment (with or without Vendor’s consent) of an assignee for the benefit of creditors, or a receiver, TWU may terminate this Agreement without prior notice and without incurring any liability whatsoever to Vendor.
13. **SUBJECT TO APPROPRIATION.**  Performance by TWU under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then TWU will issue written notice to the Vendor and TWU may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of TWU.
14. **TERMINATION.** TWU may terminate some or all services under the Agreement, without cause or penalty, by providing Vendor thirty (30) days written notice. Upon such termination Vendor shall immediately cease all services and TWU will only be liable for payment of services and products provided prior to such termination or for commitments existing at the time the notice of termination is received which cannot be canceled.
15. **TEXAS RISK AND AUTHORIZATION MANAGEMENT (“TX-RAMP”) FOR CLOUD-BASED SOFTWARE SERVICES.** The parties hereby agree that if under this Agreement Vendor provides a cloud-based software offering which meets the criteria specified under the TX-RAMP Program (the “Subject Cloud Software”), the Subject Cloud Software is required to be TX-RAMP certified (which can be satisfied by specific product TX-RAMP certification, STATE-RAMP, FED-RAMP certification or another certification process approved by the State of Texas). Vendor must therefore comply with TX-RAMP, which is a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that processes the data of a Texas state agency. Texas Government Code § 2054.0593 mandates that TWU must only enter or renew contracts to receive cloud computing services that comply with TX-RAMP requirements beginning January 1, 2022. Vendor hereby warrants that the Subject Cloud Software has received, and Vendor will maintain, the approvals required by TX-RAMP. TWU may immediately terminate this Agreement without penalty if Vendor’s certification herein is inaccurate or becomes inaccurate. The parties agree that additional cloud-based services or products may not be added under this Agreement, unless such additional cloud-based services or products are also approved as required by TX-RAMP. For avoidance of doubt, if no Subject Cloud Software is being provided under this Agreement, this paragraph is not applicable.
16. **SECURITY CONTROLS.** Under Texas Government Code Section 2054.138 Vendor must meet reasonably appropriate security controls related to TWU’s data (the “Security Controls”). Vendor must provide evidence that Vendor meets the Security Controls upon TWU’s request, and must promptly notify TWU in the event of unauthorized access to Sensitive University Data (as defined herein) or TWU’s confidential information or sensitive personally identifiable information of TWU’s employees, students, customers or applicants.
17. **CYBERSECURITY TRAINING.** As required by Texas Government Code Section 2054.5192, if Vendor, including Vendor’s subcontractors, officers, and employees, has access to a TWU computer system or database, then Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519 and selected by TWU. Vendor must verify completion of the cybersecurity training program to TWU. The cybersecurity training program must be completed during the term of this Agreement and any renewal period of the Agreement.
18. **COMPLIANCE WITH SPECIFICATIONS.** Vendorwarrants that all goods, services, or work supplied to TWU under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Vendor also warrants that all goods and services covered by this Agreement which are the product of the Vendor are in accordance with its specifications and consistent with industry standards. For software and website services, Vendor warrants that it will (a) use commercially reasonable efforts commensurate with the severity of any malfunction, defect, error or non-conformity in the services to correct the issue; (b) maintain reasonable safeguards and controls designed to deter and designed for the detection, prevention and correction of any unauthorized intrusion, access or use of the software and/or website including without limitation Trojan, ransomware and copy protect mechanisms; (c) notify TWU of any successful unauthorized intrusion, access or use of the software and/or website which may have resulted in access to TWU’s information, or TWU users’ information, as soon as reasonably practicable; and (d) while the software and/or website used in the provision of services to TWU may continue to improve and change over time, such changes shall not materially adversely affect the functioning of the software. Neither receipt of goods or services nor payment therefore shall constitute a waiver of this provision.
19. **ACCESS BY INDIVIDUALS WITH DISABILITIES.** As required by 1 TAC Chapter 213 and 1 TAC Section 206.70 (as authorized by Subchapter M, Chapter 2054, *Texas Government Code*, the “EIR Code”), Vendor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to TWU under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in the EIR Code. To the extent Vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Vendor represents that it will, at no cost to TWU, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Vendor fails or is unable to do so, then TWU may terminate this Agreement and Vendor will refund to TWU all amounts TWU has paid under this Agreement within thirty (30) days after the termination date.
20. **DISCLAIMERS, APPROVALS.** TWU will not be bound by any “disclaimers” or “click to approve” terms or conditions now or hereafter contained in any website used by TWU in connection with this Agreement.
21. **RECURRING CHARGES / AUTO RENEWALS.** Notwithstanding any auto-renewal provisions in the agreement between the parties, no auto-renewals are permitted under this Agreement.
22. **PAYMENT FOR SERVICES.** TWU is not generally permitted to pay for goods and services not received. As such, any amounts prepaid by TWU for goods or services not received will be refunded to TWU. Failure to pay an amount that is disputed in good faith by TWU is not a material breach of this Agreement. Vendor may not terminate the Agreement for non-payment unless TWU is given at least ten (10) days notice to cure.
23. **SUBCONTRACTING.** In the event Vendor subcontracts for any of the performances herein, Vendor will require such subcontractors to comply with the provisions of this Agreement related to Section 3 (Use of Name, Logos, Etc., in Advertising & Publicity), Section 9 and 10 (Confidentiality and Return of University Records), Subsection 11 (FERPA), Subsection 17 (Security Controls), Subsection 20 (Disclaimers, Approvals), Subsection 25 (Non-Discrimination), and Subsection 31 (Duty to Maintain Records) of this Addendum. The parties agree that TWU shall not be liable to Vendor for any payments to such subcontractor or its employees or agents and that TWU shall not be directly liable in any manner to Vendor’s subcontractor(s). Vendor agrees to comply with all state and federal laws applicable to any of its subcontracting, including, but not limited to, laws regarding wages, taxes, insurance, historically underutilized businesses and workers’ compensation. In no event shall this section or any other provision of this Agreement be construed as relieving Vendor of the responsibility for ensuring that all performances rendered under this Agreement, and any subcontracts thereto, are rendered in compliance with all of the terms of this Agreement.
24. **PUBLIC INFORMATION.** TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. Nothing in this Agreement will be construed to prohibit disclosure of any information arising under the Agreement, including the Agreement itself, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Vendor acknowledges that information created or exchanged between the parties during the performance of this Agreement may be subject to the TPIA, and may be subject to required disclosure in a publicly accessible format. Vendor agrees that it will exercise professional judgment and care when creating documents or other media intended to be confidential that may be subject disclosure under the TPIA and Vendor will mark documents or media it considers to be confidential as “confidential”. However Vendor understands that such marking is merely Vendor’s assertion of the information as confidential, that such marking is not binding on TWU, and that the parties must still comply with the TPIA requirements should the marked documents not be determined to meet the confidentiality standards under the TPIA or pursuant to decision or opinion by the any applicable court, other governmental authority, or the Texas Attorney General.

Vendor further acknowledges that “contracting information” is deemed to be public under the TPIA and TWU may not keep contracting information confidential as defined by TPIA § 552.0222.

If the total amount paid to Vendor under this Contract by TWU equals one hundred thousand dollars ($100,000.00) or more, the Vendor must comply with applicable sections of the TPIA Section 552.371 in the performance of this Agreement, which requires Vendor to:

(1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TWU for the duration of the Agreement;

(2) promptly provide to TWU any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of TWU; and

(3) on completion of the Agreement, either:

(A) provide at no cost to TWU all contracting information related to the Agreement that is in the custody or possession of the Vendor; or

(B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TWU.

As required by the TPIA, Vendor hereby acknowledges the following:

“The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Further, in addition to the possible termination of the Agreement, Vendor acknowledges that failure to comply with the requirements of the TPIA may negatively affect Vendor’s eligibility to bid on future contracts with TWU.

The definition of “contracting information” above is provided in Section 552.003(7) of the Government Code.

1. **NON-DISCRIMINATION.** The parties agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity and affirmative action.
2. **PROHIBITED BIDS AND CONTRACTS.** Under Section 2155.004 of the Texas Government Code, Vendor certifies that it is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.
3. **SUSPENSION OR DISBARMENT.** Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, neither are in the process of being declared ineligible or being debarred, nor is either Vendor or any of its principals voluntarily excluded from covered transactions by any federal department or agency. TWU may immediately terminate this Agreement without penalty if Vendor’s certification herein is inaccurate or becomes inaccurate.
4. **NO FINANCIAL INTEREST.** Vendor warrants, represents, and covenants that, in performing this Agreement, it will use reasonable care to ensure that (a) no member of the Board or Regents of TWU, and (b) none of TWU’s executive officers, has a financial interest, directly or indirectly, in the transaction that is subject of this Agreement.
5. **HB 1295 CERTIFICATION.** TWU must comply with the “Disclosure of Interested Parties” requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity “submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.” The law applies to a contract of a governmental entity or state agency that has a value of at least $1 million. The Vendor therefore certifies that if required by Tex. Gov’t Code § 2252.908(d) it will submit the required disclosure of interested parties to TWU. Failure to do so will be grounds for termination of this Agreement without penalty to TWU.
6. **STATE AUDITOR’S OFFICE.** Vendor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
7. **DUTY TO MAINTAIN RECORDS.** Vendor shall maintain adequate records to support its charges, procedures, and performance to TWU for all work related to this Agreement to ensure proper accounting for all costs and performances related to this Agreement.
8. **RIGHT TO AUDIT.** Vendor shall, at all times during the term of the Agreement and for a period of four years after the completion of the services thereunder maintain such records, together with such supporting or underlying documents and materials. Vendor shall upon reasonable notice of TWU, whether during or after completion of the services and at TWU’s own expense make such records available for inspection and audit. Such records shall be made available to TWU during normal business hours at the TWU’s office or place of business. Costs of any audits conducted under the authority of this right to audit will be borne by TWU unless certain exemption criteria are met as stated hereafter. If the audit identifies inaccuracies (of any nature) by Vendor to TWU in excess of one‐half of one percent (.5%) of the total contract billings, the Vendor shall reimburse TWU the total costs of the audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Vendor’s records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TWU’s findings to Vendor.
9. **PAYMENT OF DEBT OR DELINQUENCY TO THE STATE.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Vendor agrees that any payments owing to Vendor under the Agreement may be applied directly toward any debt or delinquency that Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
10. **TAX CERTIFICATION.** If Vendor is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then Vendor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Vendor is exempt from the payment of those taxes, or that Vendor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Vendor acknowledges that this Agreement may be terminated and payment may be withheld if this certification is or becomes inaccurate.
11. **TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION.** Pursuant to Section 231.006, Texas Family Code, Vendor certifies that it is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is or becomes inaccurate.
12. **BUY TEXAS CERTIFICATION.** As required by Section 2155.4441 Texas Government Code, Vendor agrees that it will buy Texas products and materials for use in providing the services contemplated herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.
13. **BOYCOTT CERTIFICATION.** Pursuant to Texas Government Code Chapter 2271.002, Vendor certifies that either (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate. If Vendor meets an exemption, it shall provide TWU written notice of what that exemption is at the time the Agreement is made.

Pursuant to Texas Government Code Chapter 2274, if Vendor has 10 or more full-time employees and the Vendor is to receive $100,000 or more in value for goods and services provided to TWU under this Agreement, Vendor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.

1. **HEALTH AND SAFETY CODE CERTIFICATION.** Vendor will comply with Subchapter A, Chapter 161, Health and Safety Code 161.0085(c) which prohibits requiring a customer to provide any documentation certifying the customer ’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business.
2. **ANTI TERRORISM CERTIFICATION.** As required by Texas Government Code Section 2252.152, Vendor represents and warrants that it is not a company prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
3. **GENERAL APPROPRIATIONS ACT CERTIFICATION.** Vendor acknowledges and agrees that funds may not be distributed under this Agreement in violation of Article IX, Section 6.24 of the General Appropriations Act.
4. **FIREARM CERTIFICATION.** As required by Subtitle F (State and Local Contracts and Fund Management), Title 10, Texas Government Code, if the total amount paid to Vendor under this Contract by TWU equals one hundred thousand dollars ($100,000.00) or more, Vendor represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
5. **VENDOR ORGANIZATION AND AUTHORITY.** If Vendor is a corporation, partnership, or limited liability company, Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.
6. **FORCE MAJEURE.** Any delay or failure in the performance by either Party under the Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of the Agreement, Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including without limitation acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, governmental acts, injunctions, labor strikes, pandemics and epidemics that prevent the Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. Notwithstanding, in the event of Force Majeure which prevents TWU’s access to the goods and services provided by Vendor as described herein for more than thirty (30) days, TWU will have the option to terminate the Agreement, request a pro-rated refund of the fees paid, or extend the term of this Agreement by the period of time the goods and services are unavailable to TWU due to the Force Majeure.
7. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
8. **NON-WAIVER**. No covenant or condition of the Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of any other covenant or condition to be performed by the other party under this Agreement.
9. **SEVERABILITY/INTERPRETATION.** The fact that a particular provision in this Agreement is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and this Agreement will continue to be binding on the parties. Any provision that is held to be void or unenforceable will be interpreted by the parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this Agreement. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this Agreement.
10. **ASSIGNMENT.** The parties recognize that the Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except (1) as expressly allowed by the Agreement, or (2) in the event that proposed or existing legislation reorganized TWU in to a university system of three campuses (a “Legislative Reorganization”). A Legislative Reorganization will not constitute an assignment of any rights or obligations of TWU under the Agreement, and will not activate any assignment clauses in the Agreement detrimental to TWU.
11. **SURVIVABILITY.** The terms and conditions contained in this Addendum which, by their sense and context, are intended to survive the expiration or termination of the Agreement shall survive.
12. **GOVERNING LAW.** Denton County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
13. **DISPUTE RESOLUTION.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by TWU and Vendor to attempt to resolve any claim for breach of contract made by Vendor, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by TWU of the right to seek redress in a court of law. TWU is not required to participate in arbitration, and any arbitration requirements herein are not binding on TWU. Attorneys fees may only be awarded against TWU, or paid by TWU, if permitted by applicable law.
14. **LICENSES, PERMITS, APPLICABLE CODE.** Vendor agrees that it will comply with all federal, state, or local laws or regulations applicable to Vendor’s performance under the Agreement, and agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under the Agreement. Vendor also agrees that pursuant to Texas Education Code §51.9335(h), in any contract for the acquisition of goods or services to which TWU is a party, any provision required by applicable law to be included in the Agreement is considered to be part of the Agreement whether or not the provision appears on the face of the Agreement, even if the Agreement contains any provision to the contrary.
15. **STATUTORY LIMITATIONS**. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY TWU (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TWU’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TWU EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

TWU SHALL NOT BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM TWU’S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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THIS ADDENDUM IS HEREBY AGREED TO BY THE PARTIES.

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| VENDOR By: Name: Title: Date:  | Texas Woman’s University By: Name: Title: Date:  |