**ADDENDUM A**

**TO NAME of VENDOR**

Contracts with Midwestern State University (MSU), 3410 Taft Boulevard, Wichita Falls, Texas, are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the **VENDOR NAME** and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Breach of Contract Claims Against MSU. Chapter 2260 of the *Texas Government Code* establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against MSU that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement and any incorporated documents shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against MSU shall be fixed in any court of competent jurisdiction in Wichita County, Texas.

Public Information. MSU shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to MSU in an electronic format.

Insurance. MSU, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by MSU shall, without further requirement, satisfy all insurance obligations of MSU under the Agreement.

Indemnification. To the extent authorized under the Constitution and laws of the State of Texas, Vendor shall hold MSU harmless from liability resulting from Vendor’s acts or omissions arising out of the performance of this Agreement provided, however, Vendor shall not hold MSU harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of MSU, its officers, agents, representatives, or employees, or any person or entity not subject to Vendor’s supervision or control.

University Licensed Marks. MSU shall be the sole and exclusive owner of its Licensed Marks (“Licensed Marks” means the designs, trademarks, servicemarks, logotypes, seals, and certain logographics and/or symbols that have come to be associated with MSU). For purposes of this Agreement, MSU grants **VENDOR NAME**, a nonexclusive and nontransferable right to utilize MSU’s Licensed Marks as described in the Sponsorship Agreement; provided, however, that all materials bearing any of MSU’s Licensed Marks must be approved through the University’s Marketing and Public Information Office prior to production or distribution. **VENDOR NAME**, shall have no right to sublicense others to use MSU’s Licensed Marks or to assign any part of them without the prior written consent of MSU.

**Limitations. MSU is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on MSU property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on MSU to the extent permitted by the Constitution and the laws of the State of Texas.**

**VENDOR NAME:** **MIDWESTERN STATE UNIVERSITY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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