

STANDARD ADDENDUM TO AGREEMENT

Contracts with Midwestern State University ("MSU" or "University"), 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 Agreement 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 Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Subject to Laws, Regulations, and University Rules and Regulations and Policies and Procedures. This Agreement is subject to University rules and regulations and policies and procedures and all applicable federal, state, and municipal laws and regulations now in force, or which may be enacted in the future.

Payment. In accordance with Chapter 2251 of the *Texas Government Code*: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to MSU; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: Midwestern State University – Business Office, 3410 Taft Boulevard, Wichita Falls, TX 76308-2099.

Eligibility to Receive Payment. By entering into and performing under the Agreement, Vendor certifies that under Section 231.006 of the *Texas Family Code* and under Section 2155.004 of the *Texas Government Code*, it is not ineligible to receive the specified payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. MSU is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

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.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Early Termination. MSU may terminate the Contract for any reason by providing Contractor with ten (10) days prior, written notice. Despite anything in the Contractor Terms to the contrary, in no event will termination give rise to any liability on MSU's part including, but not limited to, Contractor's claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. MSU's sole obligation hereunder is to pay Contractor for goods and services received prior to the date of termination.

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.

Force Majeure. "Event of Force Majeure" means an event beyond the control of Vendor or MSU which prevents or makes a party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

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.

Independent Contractor. In performing the service, Vendor will be deemed an independent contractor and not MSU's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the parties.

Foreign Adversaries. Pursuant to Executive Order No GA-48, as amended and/or codified, Contractor certifies that it, and—if applicable—its holding companies or subsidiaries, are not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA"); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

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:

Signature: _____

Name: _____

Title: _____

Date: _____

MSU:

Signature: _____

Name: _____

Title: _____

Date: _____