



STANDARD ADDENDUM

This Standard Contract Addendum ("Addendum") is entered into by and between Angelo State University ("University") and _____ ("Contractor") and is incorporated by reference into the attached agreement titled "_____" between University and Contractor (the "Agreement"). University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties."

In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

1. If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement and this Addendum on behalf of Contractor is authorized to do so.
2. Payment will be made in accordance with the Terms of University's purchase order, and will be governed by Chapter 2251 of the Texas Government Code. University agrees to make payment within thirty (30) days of receipt of a properly submitted, itemized invoice from the Contractor. The invoice must reference the University's purchase order number and must agree in all respects to the requirements and fee schedules set forth in the Agreement. Final payment is contingent upon satisfactory receipt of the final work product and a final itemized invoice for services. Invoices shall be mailed to ASU Station #11034, San Angelo, Texas 76909-1034.
3. By entering into or performing under the Agreement, Contractor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government code, Contractor 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. Contractor also certifies that it is in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas.
4. As a state agency, University is exempt from the payment of taxes and will provide documentation upon request confirming its tax exempt status.
5. As a state agency, University is not authorized to make advance payments of any nature including, but not limited to, deposits.
6. If the Agreement requires University to reimburse Contractor for travel expenses, Contractor will use hotels with state contracts whenever possible and shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines. Notwithstanding the foregoing, if Contractor is unable to obtain state rates through hotels with state contracts, Contractor may make other reasonable arrangements for lodging and the State of Texas agrees to reimburse Contractor for such arrangements.

7. University's performance under the Agreement may be dependent upon appropriation of funds by the Texas State Legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds, or the Board fails to allocate the necessary funds, University may terminate the Agreement without liability by providing written notice to Contractor.
8. Contractor shall use Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under the Agreement that is not resolved in the ordinary course of business. Chapter 2260 requires Contractor to initiate the process by providing written notice of a claim and negotiating with University, conditions precedent to the contested case process. Governed by rules adopted by the Texas Attorney General's Office, the contested case process is Contractor's sole and exclusive method to seek a remedy for breach, unless, after considering the Administrative Law Judge's report, the Legislature gives consent for Contractor to sue under Chapter 107 of the Civil Practices and Remedies Code. An event or claim for breach of contract is not grounds for Contractor to suspend performance under the Agreement.
9. Except as otherwise provided by Texas law, neither the execution of the Agreement by University nor any other conduct, action or inaction of any University representative relating to the Agreement is a waiver of sovereign immunity by University or the State of Texas.
10. Contractor shall indemnify and hold harmless University, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of the Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors.
11. As a state agency, University does not purchase comprehensive or general liability insurance since it has sovereign immunity except to the extent sovereign immunity is waived by the Texas Civil Practice and Remedies Code, Governmental Liability, Chapter 101, Tort Claims, with liability limits as set forth therein. Contractor acknowledges and agrees that this statement satisfies any general liability insurance obligations of University set forth in the Agreement.
12. As a state agency, University is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to University's indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations on other parties' liability; earnest money/deposits; liens on University property; liquidated damages; waivers, disclaimers, and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Addendum (collectively, "Limitations") . Terms and conditions of the Agreement relating to the Limitations will only be binding on University to the extent permitted by the Constitution and laws of the State of Texas.
13. None of the following provisions, if they appear in the Agreement, shall have any effect or be

enforceable against University: (i) requiring University to maintain any type of insurance either for University's benefit or for Artist/Agency's benefit; (ii) binding University to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any other alternative dispute resolution other than is provided below.

14. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement and shall indemnify University against any liability, loss, expense or claims related to such intellectual property rights and representations.
15. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.
16. Contractor shall not use University's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving University's prior written approval.
17. The Agreement and the applicable statute of limitations for any cause of action brought by or against University pursuant to the Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. The Parties consent to jurisdiction of the courts in Tom Green County, Texas, over any proceeding initiated with respect to the Agreement.
18. Prior to termination of Agreement, Contractor will provide copies of all University's Data in usable form (flat file, comma separated value, or other common format). At termination of the Agreement, Vendor will securely delete University's Data and provide certification of secure deletion of University's Data within three (3) business days of termination of Agreement.
19. Termination of the Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination of the Agreement.

ANGELO STATE UNIVERSITY

CONTRACTOR

Signature

Signature

Date

Date