**Standard Contract Addendum**

This Standard Contract Addendum (“Addendum”) is between Stephen F. Austin State University (“University”) and the party represented in the signature block below (“Contracting Party”) and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts ######, between University and Contracting Party (the “Agreement”). 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 supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under this Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney’s fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party 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 Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“Chapter 171”), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. Eligibility to Receive Payment. In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code*, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under this Agreement may be applied directly toward any debt or delinquency that Contracting Party 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.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University’s Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under this Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Contracting Party will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If this Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.
10. Delivery, Title, and Risk of Loss. All work performed by Contracting Party pursuant to this Agreement will be at Contracting Party’s exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University’s acceptance, such loss or damage will be Contracting Party’s responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to this Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under this Agreement, including during tender to carrier until final delivery to University, at which time title and risk of loss and damage to goods shall transfer to University.
11. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in this Agreement, regardless of the type of coverage required. For the entire term of this Agreement (“Term”), Contracting Party shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of $1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of $1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of $5,000,000 per occurrence; and (iv) for builders only: Builder’s Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall pay all insurance deductibles and deductibles must not exceed $10,000 unless approved in advance by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days’ unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.
12. Indemnification. Contracting Party shall indemnify and hold harmless University and its directors, officers, agents, and employees from and against all liability, loss, expenses (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claim”) to the extent the Claim arises from the negligence, willful act, breach of contract, or violation of law by Contracting Party, its employees, agents, contractors, or subcontractors.
13. Subcontracts. If Contracting Party subcontracts any of the work set forth in this Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of this Agreement and this Addendum. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.
14. Assignment. Contracting Party shall not assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University. Contracting Party shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void.
15. Access by Individuals with Disabilities. To the extent Contracting Party is providing Electronic Information Resources, as described herein, to University, Contracting Party represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to University under this Agreement (“Electronic and information Resources (EIR) Accessibility Warranty”; collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party’s EIRs for compliance with the EIR Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University’s right to contest the Contracting Party’s assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, 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 Contracting Party fails or is unable to do so, then University may terminate this Agreement and Contracting Party will refund to University all amounts University has paid under this Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.
16. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with University's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of this Agreement and this Addendum shall apply. Contracting Party acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in this Agreement. Contracting Party may not unilaterally change any term or condition of this Agreement.
17. Termination for Convenience. University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contracting Party. University will only be liable for payment for Services received prior to the effective date of such termination.
18. Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contracting Party and University may terminate this Agreement without further duty or obligation hereunder. Contracting Party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
19. State Auditor’s Office. Contracting Party understands that acceptance of funds under this 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*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
20. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on University’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 University except to the extent authorized by the laws and Constitution of the State of Texas.
21. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
22. Access to Public Information. Contracting Party is required to make any information created or exchanged with University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
23. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party’s possession or control. Contracting Party shall further comply with all University information security policies that may apply.
24. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University’s sexual harassment policy and procedures (“Regulations”).  Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students.  Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to:  1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University’s Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations.  If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.
25. Publicity. Contracting Party shall not use the University’s name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University’s prior written approval.
26. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
27. U.S. Department of Homeland Security’s E-Verify System. By entering into this Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of this Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to this Agreement, within the United States of America. Contracting Party shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contracting Party, and Contracting Party’s subcontractors, as proof that this provision is being followed. If this certification is falsely made, this Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.
28. Israel Non-Boycott Verification. If this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds of University, and if Contracting Party is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to *Texas Government Code* Chapter 2271, Contracting Party affirmatively states that is does not boycott Israel and will not boycott Israel during the term of this Agreement, as that term is defined by Section 808.001 (1), *Texas Government Code*.
29. Dispute Resolution; Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. 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 University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party’s claim and any counterclaim and negotiate with Contracting Party in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contracting Party, (ii) neither the issuance of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University’s or the state’s sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.
30. FERPA Compliance**.** To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, (“Confidential Data”) in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act (“The Buckley Amendment or “FERPA”), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Contractor shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data.  If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data.  Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students.  These measures will be extended by contract to all subcontractors used by Contracting Party.  Contracting Party shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by this agreement or in writing by University.  Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify:  (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure.  At the conclusion of this investigation, Contracting Party will furnish a confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.
31. Contracts with Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.
32. Trafficking of Persons. Under Section 2155.0061, *Texas Government Code*, Contracting Party certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
33. Cybersecurity Training Certification. In accordance with Section 2054.5192, *Texas Government Code*, if Contracting Party, or a subcontractor, officer, or employee of Contracting Party, will have access to a state computer system or database, then Contracting Party shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by University. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Contracting Party shall verify to the University completion of the program by each such officer, employee, or subcontractor.
34. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, national, state or local health emergency, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances (“Force Majeure Occurrence”). Provided, however, in the event of a Force Majeure Occurrence, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.
35. Buy American Iron and Steel. For orders in which iron or steel products will be used, Contracting Party agrees to comply with Section 2252.202, *Texas Government Code*, requiring any iron or steel products produced through manufacturing process and used in the projects be produced in the United States, unless otherwise exempt under Section 2252.203, *Texas Government Code*.
36. Energy Company Boycotts. Pursuant to Chapter 2274 of the *Texas Government Code*, to the extent applicable, Contracting Party certifies that it:
37. does not boycott energy companies as defined in Section 809.001(1)(A) *Texas Government Code* (i.e., fossil fuel companies); and
38. will not boycott energy companies during the term of the agreement.
39. Critical Infrastructure Affirmation. Pursuant to Section 2274.0102 of the *Texas Government Code*, Contracting Party certifies that neither it nor its parent company, nor any affiliate of Contracting Party or its parent company, is either majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of *Texas Government Code*, or headquartered in any of those countries.
40. Firearm Entities and Trade Associations Discrimination.Pursuant to Chapter 2274 of the *Texas Government Code*, for agreements that exceed $100,000, Contracting Party certifies that it:
41. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
42. will not discriminate during the term of the agreement against a firearm entity or firearm trade association.
43. Contractor Compliance and Certification Relating to Cloud Computing Services. Pursuant to Section 2054.0593 of the *Texas Government Code*, if Contracting Party provides cloud computing services under the Agreement and is authorized to access, transmit, use, or store data for University, Contracting Party is required to meet security controls established by the Texas Department of Information Resources (DIR) and determined by University, which are commensurate with University’s risk under the Agreement based on the sensitivity of University’s data. Upon reasonable request, Contracting Party will provide to University evidence that Contracting Party meets the security controls required under the Agreement. Contracting Party acknowledges this Agreement may be terminated and payment withheld if Contracting Party does not comply with this Section.
44. Contractor Certification Regarding COVID-19 Vaccination. Pursuant to Section 61.0085, *Texas Health and Safety Code* (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)). Contractor certifies that it does not require 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 Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
45. Debarment and Suspension.Pursuant to Executive Order 12549 and Executive Order 12689, theUniversity may not contract with parties listed with an active exclusion on the General Services Administration’s System for Award Management (SAM). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. In compliance with the Code of Federal Regulations (CFR) Section 180.300, the University includes suspension/debarment provisions in its purchase orders. By accepting the University’s purchase order, the Contracting Party is certifying that, to the best of its knowledge, the Contracting Party/or any of its principals are not suspended or debarred. Contractor certifies that it is not subject to a vendor hold by the State of Texas. Contractor certifies that it is not subject to debarment or suspension by the Texas Comptroller.

**UNIVERSITY CONTRACTING PARTY**

Stephen F. Austin State University

Party Name

Signature Signature

Name Name

Title Title

Date Date