

ADDENDUM
(this "Addendum")

THIS ADDENDUM (this "Addendum") is dated _____, 20____ by and between _____ (the "Licensee") and _____ (the "University").

RECITALS

A. Texas Education Code § 51.976 (the "Statute") requires individuals who will have contact with minors at certain limited campus programs to receive specific training on preventing sexual abuse and child molestation in order for the campus program to be operated by or on the campus of an institution of higher education. The purpose of this Addendum is to comply not only with the minimum legal requirements of Texas Education Code § 51.976, but to also ensure all campus programs for minors are conducted in a manner that is as safe as possible.

B. Licensee and University entered that certain Facility License Agreement attached to this Addendum, which is incorporated herein by reference (the "Agreement").

C. In an effort to comply with the Statute, the parties desire to supplement the terms of the Agreement with the terms and certifications described in this Addendum:

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree as follows:

1. To the fullest extent permitted by law, Licensee 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 this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Licensee, its employees, agents, Licensees or subLicensees.
2. Licensee shall comply with the following insurance requirements ("Insurance Requirements"): Licensee shall maintain on a primary basis, at its sole expense the following insurance coverage's described herein. Commercial General Liability insurance coverage of \$1,000,000 per occurrence. Licensee shall also maintain the following insurance: (i) Worker's Compensation coverage as required by law with

statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined

Single Limit. In the event Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy. Licensee shall provide a certificate of insurance prior to the term of the Agreement, and comply with any other Insurance Requirements set forth in the Agreement. Licensee shall list University as an additional insured.

3. Licensee shall submit to the Texas Department of State Health Services (“TDSHS”) and to the University, within fifteen (15) days prior to the first session date, the form indicating that each individual who will be working or volunteering at the Licensee’s program has completed the sexual abuse and child molestation training that has been approved by TDSHS. The information must be submitted on the verification form approved by TDSHS.
4. Licensee certifies to the University that no individual who will be working or volunteering at the program has any felony criminal convictions or any conviction for any crime(s) related to abuse, neglect, exploitation, assault, sexual offense, or any offense involving a Minor. “Minor” shall mean any individual who is under 18 years of age.
5. The terms of this Addendum shall prevail if there is a conflict with the terms of the Agreement.
6. The headings or captions of the paragraphs in this Addendum are for convenience only and shall not act and shall not be implied to act to limit or expand the construction and intent of the contents of the respective paragraph.
7. This Addendum is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
8. The Agreement, as supplemented hereby, is ratified and confirmed by the parties as being in full force and effect.

EXECUTED as of the date first written above.

LICENSEE

UNIVERSITY OF HOUSTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Note: Modification of this Form requires approval of OGC