

Standard Contract Addendum

This Standard Contract Addendum ("Addendum") is between the University of Houston entity/campus indicated in the signature block below ("University") and the other party indicated in the signature block ("Contracting Party") and is incorporated by reference into the attached contract entitled _____ and numbered K-_____

between University and Contracting Party (the "Agreement"). University and Contracting Party may be referred to singularly as a "Party" and collectively as the "Parties." 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 Contracting Party waives any claim to the contrary.

- 1. Payment Terms.** Payment terms for amounts due from University to Contracting Party under the Agreement (including due dates and late fees) are governed by Chapter 2251 of the Texas Government Code.
- 2. Representations by Contracting Party.** If Contracting Party 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 Contracting Party is authorized to do so.
- 3. 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 the Agreement and payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold payment if this certification is inaccurate.
- 4. Payment of Debt/Delinquency to the State.** Contracting Party certifies that it is not indebted to the State of Texas and is current on all taxes owed to the State of Texas. Any payments owed to Contracting Party under the 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. [Texas Government Code, Sections 2107.008 and 2252.903]
- 5. Tax Exemption.** University will not be required to pay any taxes for which it can demonstrate an exemption.
- 6. Breach of Contract Claims.** To the extent Chapter 2260 of the Texas Government Code is applicable to the Agreement and not preempted by other law, the dispute resolution process provided for in Chapter 2260 and the rules adopted by the Texas Attorney General (currently at 1 Texas Administrative Code, Part 3 Chapter 68) will be used by the Parties to attempt to resolve any claim for breach of contract made by Contracting Party against University that cannot be resolved in the ordinary course of business. Except as otherwise provided by law, nothing herein is a waiver by University or the State of Texas of the right to seek redress in a court of law.
- 7. Travel Expenses.** If the 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 applicable to State of Texas employees.
- 8. Risk of Loss.** All work performed by Contracting Party pursuant to the 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 work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Delivery of any goods to University pursuant to the Agreement must be FOB destination.
- 9. Insurance.** University is insured for general liability insurance under a self-insurance program covering its limits of liability and such self-insurance will satisfy any University insurance obligations in the Agreement. For the entire term of the 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 University property, 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; (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 coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured. 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.
- 10. Products and Materials Produced in Texas.** If Contracting Party provides services under the Agreement, Contracting Party shall, in performing its obligations under the Agreement, 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. [Texas Government Code, Section 2155.4441]

Form No. OGC-S-2009-01

- 11. Audit.** Acceptance of funds under the Agreement constitutes Contracting Party's acceptance of the authority of University and/or the Texas State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with the Agreement. Contracting Party agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
- 12. Term Length.** The Term will not exceed five (5) total years.
- 13. 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.
- 14. Funding.** 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 Contracting Party.
- 15. Limitations.** 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.
- 16. Sovereign Immunity.** 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.
- 17. Indemnification.** Contracting Party 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 Contracting Party, its employees, agents, contractors or subcontractors.
- 18. Subcontractors.** If Contracting Party subcontracts any of the work set forth in the Agreement, Contracting Party shall ensure that each subcontractor complies with all provisions of the 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 the Agreement.
- 19. Intellectual Property.** Contracting Party 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.
- 20. Confidentiality.** Subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.
- 21. Publicity.** Contracting Party 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.
- 22. Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act. In accordance with Section 552.002 of the Texas Public Information Act and Section 2252.907 of the Texas Government Code, and at no additional charge to University, Contracting Party will make any information created or exchanged with University pursuant to the Agreement (and not otherwise exempt from disclosure under the Texas Public Information Act) available in a format reasonably requested by University that is accessible by the public.
- 23. Governing Law; Venue; Statute of Limitations.** 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 Harris County, Texas, or Travis County, Texas, over any proceeding initiated with respect to the Agreement.
- 24. Survival.** 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.
- 25. Force Majeure.** The performance of the Agreement is subject to acts of God, including fire, storms, and floods; war; orders, requisitions or necessity of the government; domestic and/or international threats or acts of terrorism; disasters; riots; rebellions; strikes or other labor disputes; civil disorder; epidemics, pandemics, such as COVID-19 or any disease having a similar effect; any other national or regional emergency; curtailment of

Form No. OGC-S-2009-01

transportation facilities beyond the Parties' control; or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected and which makes it illegal, impossible, or impracticable for such Party to perform its duties and obligations under the Agreement (collectively, a "Force Majeure Event"). A Party may suspend performance of the Agreement during the occurrence of a Force Majeure Event if it is unable in good faith to perform its duties and obligations under the Agreement due to that Force Majeure Event. Additionally, if a Force Majeure Event lasts longer than thirty (30) continuous days then the Agreement may be terminated by the Party affected by such a Force Majeure Event, provided however, that the Parties are liable for and shall be required to perform the duties and obligations that arose prior to such Force Majeure Event.

- 26. No Fraud Violations.** Contracting Party affirms that it has not been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds and that it does not employ officers or employees that have been convicted of, or pled *nolo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds.
- 27. Foreign National Information Addendum.** Contracting Party must check the appropriate box. The Contracting Party **IS NOT BOTH** an **individual** and a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) or the Contracting Party **IS BOTH** an **individual** and a **Foreign National** . A Contracting Party who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the University of Houston website (<http://www.uh.edu/legal-affairs/contract-administration/contract-documents/amendments-addenda/>) and submit it with the Agreement and this Addendum to the University. This information is required to ensure that the Contracting Party is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this Agreement. Contracting Parties who are not individuals and Foreign Nationals are not required to attach the Foreign National Information Addendum to the Agreement and this Addendum.
- 28. Compliance.** Contracting Party shall observe and abide by all applicable local, state and federal laws (including without limitation the Jeanne Clery Act), regulations and University policies and procedures.
- 29. Electronic Delivery.** Execution and delivery of the Agreement by exchange of email or fax copy bearing the signature of a Party will constitute a valid and binding execution and delivery of the Agreement by such Party.

UNIVERSITY:
UH Entity/Campus: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

CONTRACTING PARTY:
Party Name: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Note: Modification of This Form Requires Written Approval of the University of Houston's Office of General Counsel