TEXAS A&M UNIVERSITY-CORPUS CHRISTI
ADDITIONAL AGREEMENT (SHORT VERSION)

The following terms and conditions are incorporated into and form a part of the agreement (the
“Agreement”) to which this Addendum is attached. “TAMU-CC” means Texas A&M
University-Corpus Christi, a member of The Texas A&M University System, an agency of the
state of Texas and “Contractor” means ________________________.

I. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR:
If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that is is
duly organized, validity 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 the Agreement, and the individual executing the Agreement on behalf of
Contractor has been duly authorized to act for and bind Contractor.

II. FRANCHISE TAX CERTIFICATION:
If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax
code), then Contractor certifies that it is not currently delinquent in the payment of any franchise
taxes or that Contractor is exempt from the payment of franchise taxes.

III. ELIGIBILITY CERTIFICATION:
A state agency may not accept a bid or award a contract that includes proposed financial
participation by a person who received compensation from the agency to participate in preparing
the specifications or request for proposals on which the bid or contract is based. The Texas
Government Code requires the following statement: “Under Section 2155.004, Texas
Government Code, the vendor certifies that the individual or business entity named in this bid or
contract is not ineligible to receive the specified contract and acknowledges that
this contract may be terminated and payment withheld if this certification is inaccurate.”

IV. DEBTS OR DELINQUENCIES:
Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments
owing to Contractor under this Agreement may be applied directly toward certain debts or
delinquencies that Contractor 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.

V. CHILD SUPPORT:
A child support obligor who is more than 30 days delinquent in paying child support and a
business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an
ownership interest of at least 25 percent is not eligible to receive payments from state funds
under an Agreement to provide property, materials, or services until all arrearages have been
paid or the obligor is in compliance with a written repayment agreement or court order as to any
existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

VI. BUY TEXAS:
With respect to all goods purchased pursuant to this Agreement, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

VII. PUBLIC INFORMATION ACT:
Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

VIII. NOTICES:
Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: Texas A&M University-Corpus Christi
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Attention: Director of Contracts
Telephone: ( ) ________________
Facsimile: ( ) ________________
E-mail: contracts@tamucc.edu

Contractor: ________________________________
______________________________
______________________________
Attention: ________________________________
Telephone: ( ) ________________
Facsimile: ( ) ________________
E-mail: ________________________________

IX. GOVERNING LAW:
The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
X. VENUE:
This Agreement is performable in Nueces County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the time of execution of this Agreement, such county is Nueces County, Texas.

XI. EQUAL EMPLOYMENT:
Texas A&M University-Corpus Christi is an Equal Opportunity/Affirmative Action employer and does not discriminate in employment opportunities or practices on the basis of race, sex, color, national origin, religion, age, disability, genetic information or veteran status. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, sex, color, national origin, religion, age, disability, genetic information or veteran status in the performance of this Contract.

XII. FRAUD, WASTE & ABUSE:
Any vendor or individual that suspects Fraud, Waste or Abuse on procurement or contracts with Texas A&M University-Corpus Christi may wish to report this by using the confidential hotline number (888) 501-3850 or by accessing https://secure.ethicspoint.com/domain/media/en/gui/19681/index.html

XIII. PROMPT PAYMENT LAW:
It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

XIV. INAPPLICABLE PROVISIONS:
None of the following provisions, if they appear in the Agreement, shall have any effect or be enforceable against TAMU-CC: (i) requiring TAMU-CC to maintain any type of insurance either for TAMU-CC’s benefit or for the Contractor’s benefit; (ii) renewing or extending the initial contract term or automatically continuing or renewing the original contract term; and (iii) binding TAMU-CC 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.

XV. DISPUTE RESOLUTION:
The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Purchasing of TAMU-CC, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.
XVI. ENTIRE AGREEMENT; MODIFICATIONS:
The Agreement, as amended and supplemented by this Addendum, supersedes all prior agreements, written or oral, between Contractor and TAMU-CC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by TAMU-CC and Contractor.

XVII. LOSS OF FUNDING:
Performance by TAMU-CC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allow the necessary funds then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU-CC.

XVIII. STATE AUDITOR’S OFFICE:
Contractor 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 Section 51.9335(c), Texas Education Code, Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

XIX. INSURANCE:
Contractor acknowledges that, because TAMU-CC is an agency of the State of Texas, liability for the tortuous conduct of the agents and employees of TAMU-CC or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers’ Compensation Insurance coverage for employees of TAMU-CC is provided by TAMU-CC as mandated by the provisions of Chapter 502, Texas Labor code. TAMU-CC shall have the right, at its option, to (a) obtain liability insurance protecting TAMU-CC and its employees and property insurance protecting TAMU-CC buildings and the contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TAMU-CC as a result of its operations under this Agreement.

XX. FORCE MAJEURE:
Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, and act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

XXI. LIMITATIONS:
The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (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 TAMU-CC’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 TAMU-CC except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the state’s sovereign immunity to suit.

XXII. NO FINANCIAL INTEREST:
To the best of Contractor’s knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

CONTRACTOR

By: ____________________________
Name: _________________________
Title: _________________________
Date: _________________________

TEXAS A&M UNIVERSITY
-CORPUS CHRISTI

By: ____________________________
Name: _________________________
Title: _________________________
Date: _________________________

See next page for additional applicable clauses.
ADD THE FOLLOWING IF APPLICABLE:

PREVIOUS EMPLOYMENT:
Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Agreement, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

ACCESS BY INDIVIDUALS WITH DISABILITIES:

[NOTE: TO THE EXTENT THAT CONTRACTOR PROVIDES ELECTRONIC AND INFORMATION RESOURCES AND ALL ASSOCIATED INFORMATION, DOCUMENTATION, AND SUPPORT, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED;]

Contractor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU-CC under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*. To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply, then Contractor represents and warrants that it will, at no cost to TAMU-CC, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Contractor fails or is unable to do so, then TAMU-CC may terminate this Agreement and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Agreement within thirty (30) days after the termination date.