

**MISSISSIPPI UNIVERSITY FOR WOMEN
STANDARD CONTRACT ADDENDUM**

Notwithstanding any term or condition to the contrary contained within any contract wherein Mississippi University for Women University for Women ("The W") is a party, or in any quotation, voucher or purchase order which this Addendum accompanies or to which it is attached ("Contract"), The W does not waive any rights, benefits or prohibitions that may be provided under any law, statute, regulation, or policy. Any and all terms or conditions to the contrary in any Contract to which The W is a party are hereby null, void and deleted. This Addendum shall be deemed incorporated into the Contract and the following terms and conditions shall take precedence over all other terms and conditions:

1. Governing Law/Venue. The contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. Any provision which purports to establish venue outside the State of Mississippi is deleted.
2. Equal Opportunity. During the performance of any contract with The W, the Contractor agrees to comply with and be bound by applicable provisions of the Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), the Veterans Readjustment Act of 1972 (as amended) and all applicable Regulations and Executive Orders enacted pursuant to such laws, including without limitation Executive Orders 11246, 11701, 11625, and 11758.
3. Availability of Funds. The continuance of the Contract with The W is based upon the availability of funds. Therefore, this contract can be cancelled by The W with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.
4. Tax-Exempt Status. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the contract. Pursuant to Mississippi law, The W is exempt from state sales and use tax.
5. Attorneys and Collection Fees. Any references to payment of attorney or collection fees by The W are deleted.
6. Indemnification. Any references to The W indemnifying, defending or holding harmless the Contractor or any other party are deleted.
7. Time Limitations. Any provision limiting the timeframe upon which The W can bring a claim or suit is deleted.
8. Disclaimer of Warranties. The W does not waive, disclaim or exclude any warranties of the contracting party, including without limitation, any warranties of merchantability or fitness for a particular use or any common law warranties to which The W is entitled.
9. Waiver of Claims, Remedies or Damages. The W does not waive any claim or cause of action (present, past or future). The W does not waive any type or category of remedies or damages.
10. Limitation of Liability/Damages. The W does not limit the liability of the Contractor for negligence, or for intentional or reckless torts. MUW does not limit the liability of the Contractor to the amount of the contract or to any other set amount.
11. Liquidated Damages. Any reference to payment of liquidated damages by The W are deleted.
12. Immunities. The W does not waive its sovereign immunity or its Constitutional Eleventh Amendment immunity.
13. MUW Liability. The W shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with The W to the degree and within the parameters required under §§ 11-46-1, *et seq.*, Mississippi Code Annotated of 1972.
14. Policies. Provisions of the contract that provide for actions or results that are inconsistent with or in violation of the policies of The W or the Mississippi Board of Trustees of State Institutions of Higher Learning are deleted.
15. Control of Litigation. Any provision giving the Contractor exclusive control over litigation is deleted.
16. Insurance. The W is self-insured under the Mississippi Tort Claims Act. Any provision of the Contract which requires The W to purchase any form of insurance is deleted. Any provision of the Contract which requires The W to name the Contractor as an additional insured is deleted.

17. Arbitration. The W does not agree to submit to arbitration or mediation as an exclusive means to remedy claims.
18. Unauthorized Payments. The W does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.
19. Payment. The W will make payments for all amounts owed pursuant to the Contract no later than forty-five (45) days after receipt of an invoice and receipt, inspection and approval of the Contractor's goods or services. Any provision that requires The W to pay Contractor any late charges, fees or penalties is governed by Section 31-7-305, Mississippi Code of 1972 (as amended). Any provision that requires The W to pay a deposit is deleted.
20. Term. The term of the Contract shall be for the term stated in the Contract itself. In the event no term is stated in the Contract, the Contract shall expire five (5) years from the date of the Contract. Any reference to an automatic renewal of the term of the Contract is deleted. All renewals shall be in writing and agreed to by the parties.
21. Breach of Contract. In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.
22. Assignment/Third Party Beneficiary. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.
23. Public Records/Transparency. The W is subject to the Mississippi Public Records Act, Mississippi Code of 1972 (as amended) Section 25-61-1, et seq. and the Mississippi Accountability and Transparency Act of 2008, Mississippi Code of 1972 (as amended) Section 27-104-151, et seq. All payments made by MUW will be posted on a public website. The information posted will include the date of payment, Contractor name, Contractor's city and state, and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligation of MUW.
24. Employment with The W. Any provision penalizing The W for hiring an employee of Contractor is deleted.
25. Publicity/Trademarks. Contractor may not publicize the fact of the Contract, publicize The W's relationship with the Contractor as its customer, include The W on a customer list; or use The W as a referral source without The W's prior written consent. Contractor shall submit, for The W's review and approval, all press releases or any other publicity materials mentioning The W by name, and Contractor shall not publish such without The W's prior written approval, which may be withheld at The W's sole discretion. Contractor shall not use The W's trademarks, service marks, logos, symbols, designs, or other marks without prior written approval.
26. Governmental Entity. The Contractor recognizes and acknowledges that The W, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Attorney General of Mississippi. Any provision to the contract that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, are invalid and deleted.
27. Contracting Authority. Contractor acknowledges that the individual executing the Contract on behalf of The W is doing so in his/her official capacity only. To the extent any provision contained in the Contract exceeds such authority, it is deleted.
28. Employment Protection Act. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008), and shall register and participate in the status verification system for all newly hired employees. The term "employee" as used in this paragraph means any person that is hired to perform work within the State of Mississippi. As used in this paragraph, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor shall maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification

to the State. Any person assigned by a Contractor to perform services for The W shall meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor may also be liable for any additional costs incurred by The W or the State due to contract cancellation or loss of license or permit.

29. FERPA. To the extent applicable, the Contractor shall protect and maintain all records, information and data collected pursuant to the Contract in accordance with applicable state and federal laws and regulation, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”). Specifically, and without limiting the generality of the foregoing, the Contractor shall protect and maintain any and all “Education Records” of MUW students consistent with applicable FERPA regulations and shall fully cooperate with The W in any request for such information. Any provision of the Contract that conflicts with this paragraph is deleted.

30. Force Majeure. Neither party shall be considered to have breached this Agreement and both parties shall be fully relieved of their obligations under this Agreement (except for those obligation under this paragraph) in the event either party is unable, despite the exercise of reasonable diligence and not as a result of negligence or fault of the party, to perform its obligation due to the following: an Act of God, war, invasion, terrorism, strike, riot, civil unrest, a national, state or local emergency, a U.S. Department of State Travel Warning, epidemic or pandemic, flood, fire, tornado, earthquake, hurricane, tropical storm, tsunami, snow or ice storm, any other natural disaster or threat of natural disaster that reasonably and detrimentally impacts the safety of a party or its representatives, or any other events beyond the reasonable control of the parties making it impossible to perform under this Agreement (“Force Majeure Occurrence”). Notice of a Force Majeure Occurrence shall be given to the other party immediately upon a reasonable, diligent and good faith determination by either party that it is unable to perform due to a Force Majeure Event. To the extent

any deposit has been made by a party, such deposit shall be returned in full within 30 days of notice of a Force Majeure Occurrence.

31. Entire Agreement. The parties acknowledge that the contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including herein.

32. Modification. The contract may only be modified by a written amendment authorized and executed by all parties to the contract. No oral statements shall modify or otherwise affect the terms, conditions or specification of the contract.

33. Information Security. To the extent applicable, Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by the W to the Contractor or data otherwise obtained by Contractor from or about The W (“W Data”), (ii) protect against any anticipated threats or hazards to the security or integrity of W Data, and (iii) protect against unauthorized access to or use of W Data that could result in substantial harm or inconvenience to The W or any of its stakeholders.

Information Security Continued: Contractor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of W Data while such information is in Contractor’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Contractor will maintain sufficient procedures to detect and respond to security breaches involving W Data and will inform The W immediately when it suspects or learns of malicious activity involving W Data, including an estimate of the activity’s effect on The W and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Contractor’s safeguards for the protection of W Data shall include: (i) limiting access to W Data to authorized personnel of Contractor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other

equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) MUW data stored on any mobile media; (vii) encrypting W Data transmitted over public or wireless networks; (viii) strictly segregating W Data from information of Contractor or its other customers so that W Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees.

34. Contractor must obtain the written approval of The W before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Contractor's security obligations, including all data security requirements.

Name of Contractor: _____

Signature: _____

Title: _____

Date: _____

****This Addendum is valid for agreements between Contractor and The W for one year from the date of the addendum unless contract is a multiyear agreement. Then the addendum is good for the term of the contract. ****