

STANDARD ADDENDUM TO AGREEMENT

All contracts and agreements ("Agreement") by any person or entity ("Vendor") with McLennan Community College ("MCC") (each a "Party" and, collectively, the "Parties"), 1400 College Drive Waco, TX 76708 are subject to the following terms and conditions (this "Addendum"), which are incorporated for all purposes into any Agreement to which this Addendum is attached. Notwithstanding any other language, term or provision in the Agreement, in the event of any conflict between the Agreement and this Addendum, this Addendum shall supersede, prevail, control, and/or govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect; provided that if this Addendum contains additional, extra, more and/or supplemental terms and provisions to a term or condition of the Agreement, then such terms of this Addendum shall also be given full force and effect.

Rules, Regulations, Policies and Procedures. The Agreement is subject to MCC Board policies, rules, regulations and procedures and all applicable United States federal, State of Texas, and McLennan County municipal laws and regulations now in force, or which may be enacted in the future.

Governing Law and Venue. The Agreement will be deemed to be made and entered into in the State of Texas, and in all respects the construction, interpretation, enforcement, governance and performance of the Agreement shall be governed by the laws of the State of Texas. All Parties to the Agreement hereby consent to the exclusive jurisdiction of the state and federal courts situated within Waco, McLennan County, Texas for purposes of enforcing the Agreement or for any other lawsuit relating to or arising under the Agreement and hereby waive any objection that such Party might have to personal jurisdiction or venue in those courts. If any action, whether at law or in equity, arises on the basis of any provision of the Agreement between any Party to the Agreement, venue for such action shall lie in state courts located in McLennan County, Texas.

Tax Exempt. MCC is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.

Payment. Any payment provided for or required under the Agreement shall be made no later than thirty days following the later of delivery of the goods or completion of the services and delivery of an undisputed invoice to MCC. Vendor (or other party to be paid by MCC) must be in good standing, not indebted to the State of Texas and/or MCC, and current on all taxes owed to the State of Texas and/or MCC for payment to occur. Invoices and any required supporting documents must be presented to: McLennan Community College – Accounts Payable, 1400 College Drive Waco, TX 76708. Invoices may be submitted via email at accounts_payable@mclellan.edu.

Funding. MCC's performance under the Agreement may be dependent upon appropriation of funds by the Texas State Legislature ("Legislature") and/or allocation of funds by MCC's Board of Trustees ("Board"). If the Legislature fails to appropriate the necessary funds, or the Board fails to allocate the necessary funds, MCC may terminate the Agreement without liability by providing written notice to Vendor and/or any other person entitled to notice under the

Agreement. If funding for the Agreement is based in whole or in part on a source (e.g., grant) (other than the Legislature and/or the Board) MCC may terminate the Agreement to the extent funding is not received from the other source.

Insurance Requirements. For the term of the Agreement, Vendor shall maintain Commercial General Liability insurance coverage of \$1,000,000 per occurrence. If Vendor will enter property owned or controlled by MCC, Vendor shall also maintain Worker's Compensation coverage with limits \$500,000 per accident and per employee; and Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit. Certificates of Insurance shall be submitted to MCC and approved prior to date of performance and have MCC listed as an Additional Insured.

Delivery. Delivery shall be FOB Destination.

Public Information: Vendor understands that MCC will comply with the Texas Public Information Act (the "Act") (Chapter 552 of the Texas Government Code), including, without limitation, interpretations by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the Agreement may be subject to public disclosure pursuant to the Act. If a request for disclosure of the Agreement or any information related to the goods or services provided under the Agreement or information provided to MCC under the Agreement is received by MCC, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Vendor authorizes MCC to submit any information contained in the Agreement, provided under the Agreement, or otherwise requested to be disclosed, including information Vendor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If MCC does not have a good faith belief that information may be subject to an exception to disclosure, MCC is not obligating itself by the Agreement to submit the information to the Attorney General. It shall be the responsibility of Vendor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Vendor waives any claim against and releases from liability MCC, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement otherwise created, assembled, maintained, or held by Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Nondisclosure and Press Releases: Vendor shall not use MCC's name, logo, trademarks, or other intellectual property or likeness in any press release, marketing material, or other announcement without MCC's prior written approval. MCC does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to the Agreement or any goods and/or the services to which the Agreement relates without MCC's prior written consent, and then only in accordance with explicit written instructions from MCC. All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Vendor in connection with the Agreement shall be and remain confidential and shall not be released or disclosed by Vendor without the prior written consent of MCC, which consent must specifically identify the information, data, or materials requested and the audience for the release of information.

Discrimination. Vendor shall not discriminate against any individual on a basis precluded by or disallowed by applicable law, including but not limited to race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category.

Conflict of Interest. Vendor certifies that to the best of its knowledge and belief, no member of the Board, nor any employee or person, whose salary is payable in whole or in part by MCC, has direct or indirect financial interest in the award of and/or performance of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.

Transfer of Agreement. Vendor will not assign or transfer the Agreement, or any portion thereof, without written approval of MCC.

MCC Data. Prior to termination of the Agreement, Vendor will provide copies of all MCC data in usable form (flat file, comma separated value, or other common format). At termination of the Agreement, Vendor will securely delete MCC data and provide certification of secure deletion of MCC's Data within seven (7) business days of termination of the Agreement.

FERPA Vendor, its employees and subcontractors, agree that in performing under the Agreement, including, executing tasks on behalf of MCC, it will not use any student identifying information in any way that violates the provisions of Family Educational Rights and Privacy Act of 1974, (FERPA) as amended, and will destroy or return all student-identifying information within 60 days of completion of the Agreement. Vendor also agrees not to disclose any information to which it is privy under the Agreement without the prior consent of MCC. Further, if Vendor has access to any students' educational records, Vendor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Agreement and Vendor shall, at all times and in all respects, comply with the terms of the FERPA.

State Law Verifications. Subject to and as required by Texas Government Code Section 2252, Subchapter F, Vendor hereby represents, verifies, and warrants that it does not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 and will not do so during the term of the Agreement. Subject to and as required by Texas Government Code Section 2271, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. Subject to and as required by Texas Government Code Section 2274, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Subject to and as required by Texas Government Code Section 2276, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Felony Conviction. Subject to Texas Education Code 44.034, a person or business entity that enters into a contract with MCC must give advance notice to MCC if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general

description of the conduct resulting in the conviction of a felony. MVV may terminate a contract with a person or business entity if MCC determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. This section does not apply to a publicly held corporation.

Force Majeure. “Event of Force Majeure” means an event beyond the control of Vendor or MCC which prevents or makes a Party’s compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

Limitations. As a public junior college, MCC is both protected by and subject to certain statutory provisions pertaining to its ability to enter into certain contractual terms and conditions, including but not limited to those related to MCC’s indemnification of other parties; liability for other parties’ acts or omissions; disclaimers and limitations on other parties’ liability; 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. Any and all terms, provisions and conditions in the Agreement related to these limitations will not be binding on MCC except to the extent expressly authorized and required by the laws and Constitution of the State of Texas.

Indemnification: Vendor shall indemnify, hold harmless MCC, its officers, agents and employees, from and against all claims, actions, suits, demands, proceedings, costs, arising out of, connected with, or resulting from any acts or omissions of Vendor’s employees, agents, representatives, contractors (and/or any agent, employee, subcontractor, or supplier of contractor) in the execution or performance of the Agreement. This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless MCC for any claims or liabilities resulting from the negligent acts or omissions of MCC or its employees.

Suspension and Debarment: Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Vendor: _____

McLennan Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____