

**Contract Addendum
to Full Name of Contractor Terms
between University and Full Legal Name of Contractor**

This Addendum is incorporated into the attached Full Name of Contractor Terms (“Contractor Terms”) between Full Name of University, a Texas public institution of higher education with its main campus located in City, Texas (“University”) and Full Legal Name of Contractor (“Contractor”), and is dated effective of even date with such Contractor Terms. Together, the Contractor Terms and this Addendum, including its Incorporated Terms, form the “Contract” between University and Contractor. **Notwithstanding any express provision stating that the terms of the Contractor Terms or other contemporaneous or subsequent Contract document will control in the event of conflict, Contractor’s signature hereto acknowledges that the Addendum, including its Incorporated Terms, is controlling in the event of a conflict of terms in the Contract.** University and Contractor may be referred to herein individually each as a “Party” or together as the “Parties.”

1. **Incorporated Terms.** The Parties acknowledge and agree that the Required Contract Terms set forth at <https://www.texastech.edu/ogc/required-contract-terms.pdf> and the Required IT Terms set forth at <http://www.texastech.edu/ogc/contracting/required-IT-terms.pdf> are incorporated into this Addendum as if expressly stated herein.
2. **Additional fees.** Any reference to payment or reimbursement of additional, future, or undefined Contractor fees in the Contract is agreed to only if pre-approved in writing by University prior to invoicing.
3. **Early Termination.** University may terminate the Contract for any reason by providing Contractor with ten (10) days prior notice. In no event will termination give rise to any liability on University’s part including, but not limited to, Contractor’s claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. University’s sole obligation hereunder is to pay Contractor for products and services received prior to the date of termination.
4. **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Contract to University shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

Contracting Office Name
University Name
Contracting Office Physical Address
City, State Zip
Contracting Office Email Address

or such other person or address as University may give in writing to Contractor. Notwithstanding any other requirements for notices given by a Party under the Contract, if Contractor intends to deliver written notice to University pursuant to Texas Government Code § 2251.054, then Contractor will send that notice to University as follows:

Contracting Office Name
University Name
Contracting Office Box Address
City, State Zip

5. **Indemnification.** Contractor agrees to indemnify and hold harmless University, the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any act or omission of Contractor in the performance or failure to perform within the Contract, including but not limited to the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractors. The indemnification obligations set forth in the Contract will survive termination or expiration of the Contract.
6. **Contractor Insurance.** If an Insurance Addendum is attached hereto, Contractor shall obtain and maintain the minimum insurance coverage set forth therein. If no such addendum is attached, Contractor shall obtain and maintain the minimum insurance coverages required by the Texas Tech University System Office of Risk Management, set forth at http://www.texastech.edu/offices/risk-management/Vendor%20Agreement%20Guides_TTUS%20ORM.PDF.
7. **Venue; Governing Law.** Pursuant to Texas Education Code § 109.005, the County in which University’s main campus or primary office in the State of Texas is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Contract or the enforcement of any provision in this Contract. This Contract and all of the rights and obligations of the parties and any claims arising from this Contract will be construed, interpreted, and governed by the laws of the State of Texas.

End of Addendum. Signature Page follows.

University:

Signature

Name

Title

Contractor:

Signature

Name

Title

Insurance Addendum

[Insert here, or delete and Contractor insurance requirements will default to requirements set forth on TTUS ORM website]