**STANDARD ADDENDUM TO AGREEMENT**

Contracts with Collin County Community College District (Collin College) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum will 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 Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment terms will be made in accordance with Texas Government Code, Subchapter B. Payments and Interest, Chapter 2251.021 (b). Payment will be made, per statutory requirements, after the later of: the date the District receives the goods under the contract; the date the performance of the service under the contract is completed; or the date the District receives an invoice for the goods or service. Interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: Collin College – Accounts Payable, PO Box 8021, McKinney, TX 75070.

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

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Collin County, Texas, and venue for any suit filed against Collin College shall be in State or Federal District Courts located in or for Collin County, Texas.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, Collin College’s continuing performance under this Agreement is contingent upon sufficient appropriations being made by the Board of Trustees, a granting agency, or other appropriate governmental entity. Notwithstanding any language to the contrary in the Agreement, the District may terminate its obligations under the Agreement if sufficient appropriations are not made by the Board of Trustees, a granting agency, or other appropriate governmental entity to pay amounts due for multiple year agreements. The District will use its best efforts to obtain approval of funding from all necessary authorities for additional years. The District's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. Collin College, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by Collin College shall, without further requirement, satisfy all insurance obligations of Collin College under the Agreement.

Confidentiality. Collin College shall release information to the extent required by the Texas Public Information Act.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Energy Company Non-Boycott Verification. If the agreement is subject to Texas Gov’t Code Section 2274.002, 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.

Firearms Entity or Trade Association Non-Boycott Verification. If the agreement is subject to Texas Gov’t Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott firearms entities or trade associations and will not boycott firearms entities or trade associations during the term of the Agreement.

Termination. The District, at any time, by thirty (30) days written notice to the Vendor, has the absolute right to terminate this agreement, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). “Cause” means the Vendor’s refusal or failure to perform or complete its obligations under this agreement within the time specified and to the District’s satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the agreement. If the District terminates this agreement for cause, the Vendor shall be liable for any damages suffered by the District. If the agreement is terminated for convenience, the Vendor has no further obligation under this agreement. Upon receipt of a notice of termination, Vendor shall promptly cease all further work pursuant to the agreement, with such exceptions, if any, specified in the notice of termination.

Limitations. Collin College is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on Collin College property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on Collin College, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Equal Opportunity. Collin College and Vendor shall abide by all applicable laws and will not unlawfully discriminate in their respective performance of this agreement.

VENDOR: COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: By:

Name: Name:

Title: Title:

Date: Date: