**ADDENDUM TO**

 **AGREEMENT**

 **BY AND BETWEEN**

 **(TYPE IN CONTRACTORS NAME)**

 **AND**

 **TENNESSEE STATE UNIVERSITY**

The following terms and conditions, as applicable, shall amend the above-referenced agreement between (**TYPE IN CONTRACTOR’S NAME)** (“Contractor”) and **TENNESSEE STATE UNIVERSITY** (“Institution/Buyer”), a Tennessee Board of Regents (“TBR”) system institution, and are incorporated by reference and made an integral part of the Agreement. The terms and conditions of this Addendum shall control in the event of any conflict with any term or condition of the Agreement or any other additional terms and conditions thereto:

1. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and federal law.
2. Term. The term of this Agreement shall be one (1) year commencing upon execution and shall renew automatically for additional one year terms, unless notice of termination is given by Institution. Such notice of termination must be given in writing no less than thirty (30) days prior to renewal date. Under no circumstances shall the term of this contract extend beyond five (5) years from the effective date. The Institution shall have the right to terminate the agreement at the end of any fiscal year in the event that sufficient funds are not appropriated by the General Assembly and/or budgeted for continuation of the agreement.
3. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this section shall not be deemed a Breach of Contract by either party. The Institution shall give the Contractor at least 90 days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
4. Remedies. The State is liable for actual damages only. The Institution, as a State entity, shall not, under any circumstances, indemnify the Contractor or any party or be liable for attorney’s fees, punitive damages, or the costs of litigation.
5. Conflict of Interest. (**Type in Contractors name**) assures that no payment shall be made directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
6. Payment. Institution agrees to remit payment to **(Type in name of Contractor)** no later than Forty-Five (45) calendar days after receipt of invoices, and to pay any applicable interest on such amount at the maximum rate permitted under the Tennessee Prompt Payment Act. (TCA §12-4-701 et.seq.)
7. Limitation of Liability. The Institution, as a State agency, cannot agree to limit the Contractor’s liability or waive any limits on the Institution’s liability.
8. Audit. (**Type in Contractors name)** shall maintain records pertaining to this Agreement for a period of three (3) years from the date of the final payment. The records are subject to audit by the State of Tennessee.
9. Remedies/Jurisdiction. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible. Any and all monetary claims against the State of Tennessee, including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A.§9-8-307.

10. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the

 Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive

 Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each.

 Each party assures that it will not discriminate against any individual including, but not

 limited to, employees or applicants for employment and/or students, because of race,

 religion, creed, color, sex, age, disability, veteran status or national origin.

11. Conflict Resolution. Except with respect to controversies or claims regarding either party’s

 Confidential Information or property rights under this Agreement, in the event any

 controversy or claim arises in connection with any provision of this Agreement, the

 parties shall try to settle their differences amicably between themselves by referring the

 disputed matter to their respective designated representative for discussion and

 resolution. Either party may initiate such informal dispute resolution by sending written

 notice of the dispute to the other party, and if such representatives are unable to resolve

 such dispute within thirty (30) days of initiating such negotiations , either party may seek

 remedies available to such party under law. The provisions of this section are subject to

 the requirements of T.C.A. §8-6-301 and T.C.A. §20-13-103.

 12. This Agreement shall constitute the entire agreement between the Institution (including

 its employees and other end users) and the Contractor. In the event Contractor

 enters to terms of use, end user agreements, or other agreements or understandings,

 whether electronic, online, click-through, or shrink-wrap, and whether verbal or written

 with University employees or other end users, such agreements are null, void, and without

 effect, and the terms of this Agreement will apply.

  13. Nondisclosure and Nonuse. The Institution does not have the authority to consent to

 provisions which require confidentiality, or Nondisclosure in violation of Tennessee Open

 Records Act. Therefore, each party will treat the other party’s Confidential Information as

 Confidential to the extent permitted by law. Specifically, each party receiving Confidential

 Information agrees not to disclose such Confidential Information except to those directors,

 officers, employees and agents of such party , and shall use the same care to prevent

 disclosure of such information as such party uses with respect to its own confidential and

 proprietary information, provided that in any case it shall not use less than the care a

 reasonable person would use under similar circumstances.

 14. State agencies are bound to comply with competitive bidding requirements under

 Tennessee Law. Therefore, if the University determines that it needs a particular service, it

 may be required to competitively bid for that service, and cannot agree to a non-compete

 clause that prohibits such bidding.

 **IN WITNESS** ofthe acceptance of the term of this Addendum, the parties have by their duly

 authorized representatives set their signature below:

 **(TYPE IN CONTRACTORS NAME)**   **TENNESSEE STATE UNIVERSITY**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Dr. Glenda Glover\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_