



TTUHSC PURCHASING STANDARD CONTRACT ADDENDUM

This Addendum is incorporated into the attached, _____ (“Contractor Terms”) (TTUHSC # _____) between Texas Tech University Health Sciences Center, a Texas public institution of higher education with its main campus located in Lubbock, Texas (“University”) and _____ (“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.texasotech.edu/ogc/required-contract-terms.pdf> and the Required IT Terms set forth at <http://www.texasotech.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:

John Haynes
Managing Director of Purchasing
3601 4th Street, STOP 9021
TTSWMC, Suite 200D
Lubbock, Texas 79430-9021
Fax: 806-743-7850
John.g.haynes@ttuhsc.edu

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:

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Managing Director of Purchasing
3601 4th Street, STOP 9021
TTSWMC, Suite 200D
Lubbock, Texas 79430-9021
Fax: 806-743-7850
John.g.haynes@ttuhsc.edu

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 Agreement Guides_TTUS ORM.pdf.
7. **Venue; Governing Law.** Pursuant to Texas Education Code § 109.005, the County in which the 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.

Texas Tech University Health Sciences Center:

Contractor:

Signature

Signature

Name

Name

Title

Title