

MANDATORY ADDENDUM TO  
ALL MISSISSIPPI UNIVERSITY FOR WOMEN CONTRACTS  
January 2019 Edition

Notwithstanding any provision to the contrary contained in any contract in which Mississippi University for Women (MUW) is a party, MUW does not waive any rights, benefits or prohibitions that may be provided under any applicable law. Every provision to the contrary in any contract to which MUW is a party is void and deleted. The following is a non-exhaustive list of provisions that shall be exceptions to any contrary provision in any contract to which MUW is a party:

1. MUW does not indemnify or hold harmless any party.
2. MUW does not make any warranty.
3. MUW does not waive any claim, present, past or future.
4. MUW does not waive its sovereign immunity. Mississippi University for Women shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties.
5. MUW does not waive its Eleventh Amendment immunity under the United States Constitution.
6. The law applicable to this contract shall be the laws of the State of Mississippi. The choice of law doctrine shall not be used to apply the laws of another state. The forum through which to attempt to pursue claims arising under this contract is the State of Mississippi state court system and no other.
7. Contractual provisions for actions or results that are inconsistent with or in violation of the policies of Mississippi University for Women or the State of Mississippi Board of Trustees of State Institutions of Higher Learning, or both, are deleted.
8. MUW does not agree to a factual description of the current interpretation of the law.
9. MUW does not assign its interest in penalties, such as liquidated damages, to the non-MUW party.
10. MUW does not limit the liability of a non-MUW party for negligence or intentional or reckless torts.
11. MUW does not limit the liability of any non-MUW party to the amount of the contract or to any other set amount.
12. MUW does not exclude any non-MUW party's warranties of merchantability and fitness for a particular use or any common law warranties to which MUW is entitled.
13. MUW does not waive any type or category of damages.
14. MUW does not agree that another party may prosecute or defend legal actions in the name of MUW

unless the provision also conditions the prosecution of such actions on receipt by the party desiring to proceed in the name of MUW with the requirement that such authority may only be allowed if the advance, written approval of the Attorney General of the State of Mississippi is obtained on a case-by-case basis.

15. MUW does not agree to pay extra compensation, fees, or allowances after service is rendered or a contract made, or for any payment not authorized by law.
16. MUW does not agree to any provisions in which the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
17. Provisions that limit the time frame for MUW to pursue legal actions are deleted.
18. MUW does not agree to submit to binding arbitration.
19. MUW does not agree to pay any party any amount as compensation for MUW employing the other party's employees.
20. MUW will make payments for all amounts owed under this agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305.
21. The contracting parties are on notice that MUW is a public entity of the State of Mississippi and that all parties that wish to conduct business with MUW are obligated to verify through their own legal counsel, not through MUW officials, and through public laws and regulations whether MUW has the authority to enter such a contract, whether the provisions of the contract are enforceable as to MUW, and whether the MUW official executing the contract has the authority so to do.
22. The contracting parties are on notice that MUW is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.
23. It is expressly understood and agreed that the obligation of MUW to proceed under this agreement is conditioned upon the availability and receipt of funds by MUW to specifically perform the obligations set forth for MUW under the agreement.
24. In compliance with the Mississippi Transparency and Accountability Act, all payments made by MUW may be posted on a public website beginning on July 1, 2012. The information posted will include the date of payment, vendor name, vendor's city and state, and the payment amount. The release of this information supersedes any applicable non-disclosure or confidentiality obligations of MUW.
25. Any Contractor/Seller of MUW shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.* to -3, and shall register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller shall maintain records of such compliance and, upon request of the State and approval of the Social Security

Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Any person assigned by a Contractor/Seller to perform services for MUW shall meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or (c) both. In the event of termination/cancellation, Contractor/Seller may also be liable for any additional costs incurred by MUW or the State due to contract cancellation or loss of license or permit.

26. Contractor recognizes that MUW, as a state agency of the State of Mississippi, enters into a contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of a contract that is not authorized or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.

27. This Addendum complies with the provision that amendments to the contract must be in writing and approved by both parties, and the Addendum is expressly incorporated in the contract.

Agreed: \_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

On behalf of Mississippi University for Women:

Agreed: \_\_\_\_\_  
Name

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

Vice President for Administration/Chief Financial Officer  
Title