

EXHIBIT A

ADDENDUM TO AGREEMENT

This Addendum to Agreement (“Addendum”), is made by and between _____ (the “Contractor”), and the Board of Trustees of the University of Arkansas, acting for and on behalf Arkansas School for Mathematics, Sciences, and the Arts (the “University”), in connection with that certain agreement between the parties dated _____ (the “Agreement”), which the parties hereby supplement and amend as follows:

1. **Governing Law.** The laws of the State of Arkansas, without reference to its choice of law principles, govern the interpretation and enforcement of the Agreement.
2. **Sovereign Immunity.** The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. Nothing in the Agreement shall be construed as a waiver of the University’s sovereign immunity.
3. **Indemnification.** Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. Any term of the Agreement to the contrary is deleted. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.
4. **Confidential or Proprietary Information.** To the extent any provision in the Agreement restricts dissemination of information, it shall not be construed to prohibit or restrict disclosure of such information required to comply with a valid subpoena, court order, the Arkansas Freedom of Information Act, or other applicable law.
5. **Maximum Term - No Automatic Annual Renewals.** Pursuant to Ark. Code Ann. § 19-11-238, the Agreement may not extend, after all renewals, for a period longer than seven years in the aggregate. Provisions resulting in automatic renewal or extension of the terms of the Agreement shall be of no force or effect and are hereby deleted. Any renewal or extension of the terms of the Agreement must be in writing and signed by each party.
6. **Collection of Fees.** Pursuant to Ark. Code Ann. § 19-11-224, no account or amount due under the Agreement shall be deemed past due and no right of collection, late fees, charges or interest shall accrue until after sixty (60) days past the date such account or amount is due and payable under the terms of the Agreement.
7. **Legislative Appropriation.** The following provision is required by Ark. Code Ann. § 19-11-1012(b)(11):

In the event the State of Arkansas fails to appropriate funds or make moneys available for any biennial period covered by the term of this Agreement for the services to be provided by the Contractor, this Agreement shall be terminated on the last day of the last biennial period for which funds were appropriated or moneys made available for such purposes.

This provision shall not be construed to abridge any other right of termination the University may have.

8. **Technology Access.** The following applies only if Contractor is providing a technology product. The Contractor acknowledges that when procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges that, if applicable, all products or services provided to the University pursuant to the Agreement and this Addendum meet the requirements found in 36 C.F.R. § 1194.21 (software applications and operating systems) and 36 C.F.R. § 1194.22 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. If it is determined by the institution that the products provided by the Contractor do not comply with applicable federal, state and local laws, statutory requirements and policies referenced in this Addendum, the University has the right to immediately terminate the Agreement.
9. **Israel Boycott Prohibition.** In accordance with Ark. Code Ann. § 25-1-503, Contractor hereby certifies that Contractor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Contractor breaches this certification, University may immediately terminate the Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.
10. **Chinese Government Ownership.** Contractor certifies that the government of the People's Republic of China ("PRC") does not wholly own Contractor or hold a majority interest in Contractor. Contractor further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary or affiliate of Contractor or in a subcontractor to be employed by Contractor.
11. **Certain Industry Boycotts.** In accordance with Ark. Code Ann. § 25-1-1002, Contractor certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.
12. **Non-discrimination.** Contractor agrees that it will not discriminate against any qualified employee or qualified applicant for employment based upon race, religion, sex, gender or gender identity, color, disability, national origin, or ancestry.
13. **Confidentiality of student education records.** To the extent that Contractor has or will

have access to student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99.

14. **Deposits.** The following applies if the Agreement provides for a deposit or other payment to reserve Contractor's time or production capacity. The deposit shall be promptly returned by Contractor to the University in the event that: (a) the Contractor does not deliver the agreed upon product, service or performance when and as agreed; (b) the Agreement is terminated by the University for cause; or (c) if either party is unable to perform its obligations under this Agreement as a result of compliance with any law, decree, or order of any governmental agency or authority, or because of riots, war, acts of terrorism, fires, floods, pandemic, Acts of God, or any other reason that is not within the control of the parties.
15. **Insurance.** Any provisions stating that the University shall purchase or maintain liability insurance are hereby deleted in their entirety.
16. **Liens and security interests.** University property may not be subjected to liens or security interests. Any provision of the Agreement that purports to impose a lien or security interest is deleted.
17. **Dispute Resolution – Jurisdiction and Venue.** The parties agree that the Arkansas State Claims Commission has exclusive jurisdiction of claims against the University and that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, arising out of or related to this Agreement that Contractor may raise against the University (including its trustees, officers and employees) must be brought before the Arkansas State Claims Commission, in Pulaski County, Arkansas.
18. **Attorney's Fees.** Neither party shall be liable to the other for any payment of attorneys' fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the Agreement.
19. **Notice.** Notice to the University required or permitted by the Agreement shall be effective upon receipt. In addition to any notice provisions specified in the Agreement, all notices, requests and other communications required or permitted to be sent under the Agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, Arkansas 72207-3608
20. **Arbitration.** The University does not agree to arbitrate disputes between the parties. Any agreement to submit to arbitration is canceled, superseded and revoked by this

Addendum.

- 21. Liability Limits.** In no event shall the liability of Contractor to the University be limited for intentional torts, criminal acts, fraudulent conduct, or gross negligence. Any language addressing dollar limitations on Contractor's liability does not apply to Contractor's liability to a third-party or obligation (if any) to indemnify University against third-party claims.
- 22. Addendum supersedes other terms.** With respect to any matter addressed herein, this Addendum represents the agreement between the parties and supersedes the provisions of any other agreement form, quote or invoice, or of any of Contractor's standard terms or conditions of sale or service, online or in print. Any such provision that contradicts or otherwise conflicts with the terms or conditions of this Addendum is deleted and replaced with the relevant provision of this Addendum.
- 23. Amendment.** The Agreement, which includes this Addendum, shall not be further altered or amended other than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, this Addendum to the Agreement has been executed by the parties effective as of the last date signed below by their respective authorized representatives.

SIGNATURES

UNIVERSITY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _

Date: _