

Agreement Addendum – Required University Terms

The following terms and conditions are hereby included and incorporated into any Agreement (the "Agreement") between Idaho State University ("ISU" or the "University") and the undersigned vendor (the "Vendor"). The following terms and conditions shall take precedence over any conflicting terms in the Agreement:

1. **Term.** The term of the Agreement shall be for the term mutually agreed upon in the Agreement. In the event no term is stated in the Agreement, the Agreement shall expire no later than one (1) year from the date of the Agreement. Any reference to an automatic renewal of the term of the Agreement is deleted. All renewals shall be in writing and agreed to by the parties.
2. **Governing Law and Jurisdiction.** ISU is an agency of the State of Idaho, and as such the Agreement and all claims arising out of or relating to the Agreement shall be governed by the laws of the State of Idaho.
3. **Arbitration and Jury Trial.** Any provision which requires the University to submit to binding arbitration or waive its right to a jury trial is deleted in its entirety. As a state agency, ISU does not contractually waive its rights to trial.
4. **Indemnification.** The University may not enter into an agreement to hold a party harmless or to indemnify a party from prospective damages. Therefore, any provisions requiring the University to indemnify, hold harmless, or defend Vendor are deleted. University shall be liable only for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law. With respect to loss, expense, damage, liability, claims, or demands arising from the negligence or misconduct of the University, University agrees that it will cooperate with Vendor in the defense of any action or claim brought against Vendor seeking the foregoing damage or relief, provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceeding.
5. **Limitations of Liability.** Any provision disclaiming direct damages caused by Vendor's negligence, misconduct, or breach of contract is deleted. In no event shall the liability of Vendor be limited for intellectual property infringement, confidentiality obligations, intentional torts, criminal acts, fraudulent conduct, gross negligence, or willful misconduct.
6. **Insurance.** As an agency of the State of Idaho, University liability coverage is provided through the State of Idaho's public liability insurance program. Any provision of the Agreement requiring University to purchase or maintain any form of insurance beyond that required by Idaho law is deleted. The University does not accept liability beyond that provided by the Idaho Tort Claims Act. Any provision of the Agreement which requires University to name a non-University party as an additional insured or waive subrogation is deleted.
7. **Warranty.** In addition to any warranties provided in the Agreement, Vendor warrants the products and services subject to this Agreement will be provided in a professional manner consistent with industry standards and any provided documentation describing the goods or services.
8. **Attorneys' Fees.** Any provisions requiring the University to pay Vendor's attorneys' fees are deleted in their entirety.
9. **Assignments.** This Agreement is not assignable nor the duties hereunder delegable by a party without the written consent of the other party.
10. **University Confidential Data.** To the extent applicable, Vendor shall protect and maintain all University

Confidential Data and any information derived therefrom in strict confidence. Specifically, and without limiting the generality of the foregoing, Vendor shall protect and maintain any and all "Education Records" of University students consistent with applicable FERPA regulations and shall cooperate fully with University in any request for information verifying such compliance. Vendor's transmission, transportation, or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by University. University Confidential Data shall include 1) data designated by the University to Vendor as confidential; 2) data subject to state or federal privacy law, including the Family Education Rights and Privacy Act (FERPA); or 3) data that would be considered by a reasonable person to be confidential given its content and the circumstances of its disclosure, including personally identifiable data.

11. **University Policy.** Vendor agrees to follow all university policies and instructions while on ISU property. If ISU, in its sole determination, believes the Vendor or Vendor's representatives appear to be under the influence of alcoholic beverages or other controlled substances, or exhibit behavior, conduct, or acts that would reflect negatively upon ISU, or are socially unacceptable as determined by ISU, then ISU shall have the right to terminate this Agreement, cancel performance, and have the offender(s) removed from the premises with no liability whatsoever.
12. **University Trademarks.** Vendor may not use any University trademarks, service marks, logos, symbols, designs, or other marks without prior written approval from the University Marketing and Communications office.
13. **Accessibility Requirements.** If applicable, Vendor warrants it will comply with federal disabilities laws and regulations and warrants that the products and services provided under the Agreement conform to the applicable accessibility requirements of WCAG 2.0 AA, Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If products provided under this Agreement do not fully conform to WCAG 2.0 A and AA, Vendor shall advise University in writing of the nonconformance prior to execution of this Agreement and shall provide University a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Vendor further agrees to indemnify and hold harmless University from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by University.
14. **Compliance with Laws.** Vendor agrees to comply with any and all applicable Federal and State laws.
15. **Access to Records.** Vendor shall provide the University access to any records related to this Agreement that are necessary to determine contract compliance. The University may immediately terminate this contract without incurring liability for the Vendor's refusal to allow access as required by this section.
16. **Confidentiality.** Any confidentiality requirements that prohibit ISU from disclosing confidential information to the extent that such information is required to be disclosed pursuant to applicable law or valid legal process including court order, subpoena, or warrant is deleted.
17. **University Employment.** Any provision prohibiting or penalizing University for hiring an employee of Vendor is deleted. University shall follow all applicable law and university policy for the hiring of public employees.
18. **Reduction of Funding.** The University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of

any particular appropriation of funds by the State's Legislature. The University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. The University shall provide Vendor the date the termination shall take effect. The University shall be liable only for the payment, or prorated portion of that payment, owed to Vendor as of date of termination.

19. **Integration.** The parties agree that this Addendum shall control over the original and any revisions or amendments to the Agreement and any terms of use, terms of service, end user license agreements, or click-through provisions. Any change, modification, or waiver of any term of this Agreement will not be valid unless it is in writing and signed by an authorized official of both the University and Vendor.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

IDAHO STATE UNIVERSITY

VENDOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT INVALID UNLESS SIGNED BY ALL REQUIRED PARTIES