

**COMMONWEALTH OF VIRGINIA
RADFORD UNIVERSITY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: Radford University

CONTRACTOR NAME: _____

DATE: _____

Radford University (The Commonwealth) and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor _____ . This addendum duly executed by the parties, is attached and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) individual proprietorship association partnership corporation governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box).

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed the quoted amount unless approved in writing by the Procurement and Contracts Department at Radford University. Payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Radford University, Accounts Payable Department, P.O. Box 6906, Radford, VA 24142. Preferred submission is via email to acctspayable@radford.edu . The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the Contractor's benefit;
2. Requiring the Commonwealth not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record.
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;

4. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
5. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
6. Imposing interest charges contrary to that specified by the *Governing Rules §42*, Prompt Payment of bills by the Institution;
7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other office subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of the execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for property damage or personal injury;
13. Permitting unilateral modification of this contract by the Contractor;
14. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obligating the Commonwealth to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of the Commonwealth;
17. Imposing rights of confidentiality. (The Commonwealth and its agencies are required by law to act within the requirements of the Virginia Freedom Information Act);
18. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth;
19. State in any of its advertising or product literature that Radford University has purchased or uses any of its products or services nor including Radford University in any client list for advertising or promotional material;

20. In the event that a contract allows for reimbursement to the contractor for out-of-pocket expenses, travel, meals, lodging, etc. reimbursement will be processed in accordance with the Commonwealth of Virginia's Travel Regulations as posted at:

http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102008.pdf or successor URL. All invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, lodging and incidental travel expenses.

21. Payment terms are NET 30 upon receipt of a proper invoice or receipt of good/services, whichever is the later. This is based on the Commonwealth of Virginia's Prompt Payment Act.

22. **Taxpayer Identification Number and Certification:** If requested, Contractor will provide an accurate, completed Commonwealth of Virginia substitute COVA W-9 form. This form may be obtained at http://www.doa.virginia.gov/forms/CVG/W9_COVSubstitute.pdf

23. **Force Majeure:** The performance of the Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Contract. The Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

The Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the Agency. Its substantive terms are appropriate to the needs of the Agency and sufficient funds have been allocated for its performance by the Agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

SIGNATURE PAGE FOLLOWS

Radford University

(Signature)

Contract Officer

(Title)

(Date)

Contractor

(Signature)

(Title)

(Date)