

MANDATORY ADDENDUM TO
ALL MISSISSIPPI STATE UNIVERSITY CONTRACTS
March 2012 Edition

Notwithstanding any provision or provisions to the contrary contained within any contract wherein Mississippi State University (MSU) is a party, MSU does not waive any rights, benefits or prohibitions that may be provided under any law(s). Any and all provisions to the contrary in any contract to which MSU is a party are hereby null, void and deleted. Without limiting the same, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which MSU is a party:

1. MSU does not indemnify or hold harmless any party.
2. MSU does not make any warranty.
3. MSU does not waive any claim, present, past or future.
4. MSU does not waive its sovereign immunity. Mississippi State University 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 with Mississippi State University to the degree and within the parameters required under §§ 11-46-1, *et seq.*, Mississippi Code Annotated of 1972.
5. MSU does not waive its Constitutional Eleventh Amendment immunity.
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 causes of action arising under this contract is the State of Mississippi state court system and no other.
7. Provisions that provide for actions or results that are inconsistent with or in violation of the policies of Mississippi State University and/or the State of Mississippi Board of Trustees of State Institutions of Higher Learning are deleted.
8. MSU does not agree to a factual description of the current interpretation of the law.
9. MSU does not assign its interest in penalties, such as liquidated damages, to the non-MSU party.
10. MSU does not limit the liability of a non-MSU party for negligence or intentional or reckless torts.
11. MSU does not limit the liability of any non-MSU party to the amount of the contract or to any other set amount.
12. MSU does not exclude any non-MSU party's warranties of merchantability and fitness for a particular use or any common law warranties to which MSU is entitled.
13. MSU does not waive any type or category of damages.
14. MSU does not agree that another party may prosecute or defend legal actions in the name of MSU unless the provision also conditions the prosecution of such actions on receipt by the party desiring to proceed in the name of MSU 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. MSU does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
16. MSU does not agree to any provisions wherein 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 MSU to pursue legal actions are deleted.
18. MSU does not agree to submit to binding arbitration.
19. MSU 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 Section 31-7-305, Mississippi Code of 1972.
20. The contracting parties are on notice that MSU is a public entity of the State of Mississippi and that all parties that wish to conduct business with MSU are obligated to verify through their own legal counsel, not through MSU officials, and through public laws and regulations whether MSU has the authority to enter such a contract, whether the provisions of the contract are enforceable as to MSU, and whether the MSU official executing the contract has the authority so to do.
21. In compliance with the Mississippi Transparency and Accountability Act, all payments made by MSU will 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 any such information supersedes any applicable non-disclosure or confidentiality obligations of MSU.
22. Any Contractor/Seller of MSU shall ensure compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), 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 MSU 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 (3) 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 (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller may also be liable for any additional costs incurred by MSU or the State due to contract cancellation or loss of license or permit."