



# Mississippi State UNIVERSITY

MANDATORY ADDENDUM TO  
ALL MISSISSIPPI STATE UNIVERSITY CONTRACTS  
June 2007 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 as may be provided under any law or laws. Any and all provisions to the contrary are hereby deleted. Without limiting the same, the following are examples of such matters:

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.
8. Provisions that attempt to obtain agreement to a factual description of the current interpretation of the law.
9. Provisions that MSU assign its interest in penalties, such as liquidated damages, to the non-MSU party.

MSU Mandatory Addendum  
June, 2007  
Page 1 of 2

10. Provisions that allow limitations on liability of the non-MSU party for negligence or intentional or reckless torts.
11. Provisions that limit the liability of the non-MSU party to the amount of the contract or to any other set amount.
12. Provisions that exclude the non-MSU party's warranties of merchantability and fitness for a particular use and any common law warranties to which MSU is entitled.
13. Provisions for MSU to waive damages.
14. Provisions for MSU to 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. Provisions for MSU to agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
16. 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.
18. Provisions requiring or permitting MSU 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.