

**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 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 pricing 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, PO Box 6906, Radford, VA 24142. Preferred submission is via email to [acctspayable@radford.edu](mailto: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. Computer and network security is of paramount concern at Radford University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. The SANS Institute and the FBI have released a document describing the Top 20 Internet Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for review. By accepting this addendum, you agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of Radford University systems and/or data.
21. Contractor agrees to comply with security practices equivalent or better than the Radford University IT policies and standards, which may be found at <http://www.radford.edu/content/it/home/it-policies.html>, that were in place at the time of the execution of this Agreement.
22. Upon written request and under a signed Non-Disclosure Agreement, the contractor will provide the Statement on Standards for Attestation Engagements no. 16 (SSAE 16) SOC 2 report for the hosting location where the system will be located while hosted by the Contractor.
23. Contractor agrees to notify Radford University a minimum of sixty (60) days prior to a move of the geographic location of where the system data will be stored while Contractor hosts the system if said data moves outside the boundaries of the Continental United States.
24. Contractor shall immediately notify Radford University IT Security, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, as stated within the Radford University Policy IT-5102: Data Classification and Media Protection Policy located at: <http://www.radford.edu/content/it/home/it-policies.html> as of the signing of this contract.
25. In the event that this contract is terminated, the Contractor will provide Radford University with a secure archive of all Radford University data being housed at the hosting location.
26. 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](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.

- 27. 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.
- 28. Payment Card Industry ("PCI") COMPLIANCE. If a vendor's services include processing payments via credit card, on behalf of Radford University then PCI language is to be added as an attachment to this Contract Form Addendum. Said attachment will be referenced.
- 29. The terms of the Contract Form Addendum shall supersede any subsequent or conflicting terms or conditions included in any standard click through or shrink wrap end user agreement that may accompany a purchase. Any click through or shrink wrap agreement shall not bind Radford University.
- 30. 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 [COVA W9](#)

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.

<b>Contractor:</b>	<b>Radford University</b>
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

**The Contractor Agreement/Terms and Conditions follow this page and are incorporated into this Radford University Contract Form Addendum to Contractor's Form.**