

**COMMONWEALTH OF VIRGINIA AGENCY**  
**CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON

CONTRACTOR NAME: \_\_\_\_\_

TITLE OF CONTRACTOR'S FORM: \_\_\_\_\_

The University of Mary Washington ("UMW"), an Agency of the Commonwealth of Virginia (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 to and hereby made a part of the contract.

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

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by UMW for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of each party hereto, its respective 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 or employee of UMW or the Commonwealth.

**Section 1: Addendum Provisions**

The Contractor's form contract is, with the exceptions noted herein, acceptable to UMW and the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by UMW or 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 specifically 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 UMW or the Commonwealth:

1. Requiring UMW to maintain any type of insurance; either for UMW's benefit or for the contractor's benefit;
2. Requiring UMW 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 UMW to indemnify or to hold harmless the other party for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4354,

Prompt Payment;

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 officer subsequent to execution by an official of UMW before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of 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 UMW to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obligating UMW to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of UMW;
17. 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 UMW.
18. Requiring UMW to agree to or be subject to any form or equitable relief not authorized by the Constitution or laws of Virginia.
19. Granting Supplier or an agent of Supplier the right to audit or examine, directly or indirectly, our/Customer's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Procurement Department.

**The Contractor shall observe the following:**

1. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
  - a. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - b. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
  - c. Nonvisual Access Technology shall be integrated into any networks used to share communications

- among employees, program participants or the public; and
- d. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §2.2-3500 through 2.2- 3504 of the Code of Virginia.

3. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug- free workplace.

The Agency does not discriminate against faith-based organizations.

This 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 hereto.

This contract is subject to appropriations by the Virginia General Assembly.

**Signature Page Follows**

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

**CONTRACTOR:** \_\_\_\_\_

**AGENCY:** UNIVERSITY OF MARY WASHINGTON

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_