

## Mabank ISD Contract Document to Assert Governmental Conditions

This Document sets forth the general terms and conditions of all purchase orders, contracts, and agreements (collectively referred to as Contracts) between Mabank ISD and all Vendors. This document takes precedence over all other conflicting terms and conditions of any other prior agreement.

1. **Eligibility and Applicability.** Mabank ISD asserts its status and rights as a governmental entity in the state of Texas.
2. **Indemnity.** Mabank ISD does not indemnify or hold harmless vendor under any Contract. No section of the Contract is allowed to create a waiver of Mabank ISD's rights or privileges as a sovereign entity.
3. **Nonappropriation.** Mabank ISD must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the term of any Contract. If Mabank ISD is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Contract, Mabank ISD may terminate the Contract at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Mabank ISD will not be obligated for payments for any fiscal period after the Termination Date. If Mabank ISD terminates the Contract under this provision, Mabank ISD will not obtain the Services described in the Contract from any provider for a period of 180 days after Termination Date. This obligation will survive termination of the Contract for nonappropriation. Mabank ISD will give vendor written notice of any termination under this section at least 30 days before the Termination Date.
4. **Damages.** This Document does not create an obligation by Mabank ISD to pay any damages in excess of those amounts legally available to satisfy Mabank ISD obligations under the Contract.
5. **Ownership and Confidentiality.** The Contract may contain copyrighted work authored by vendor and may contain trademarks, trade secrets, and other proprietary information. Vendor acknowledges that the Contract may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Mabank ISD will provide vendor prompt notice of any intended FOI disclosures or post-execution FOI request, and an appropriate opportunity to seek protection of vendor confidential and proprietary information consistent with all applicable laws and regulations.
6. **Choice of Law.** The Contract shall be governed by and construed in accordance with the laws of the state of Texas. Venue for any legal proceeding arising from or relating to the contract shall be Kaufman County, Texas. Payments are subject to the Government code section 2251.025.
7. **Arbitration.** Claims made under this Contract will not be subject to arbitration.
8. **Term.** MISD shall, at all times during the Contract term and any extension periods, have the right to terminate the Contract upon ninety (90) days written notice to vendor. The vendor shall, at all times during the Contract term and any extension periods, have the right to terminate the Contract upon ninety (90) days written notice to MISD. In the event this Contract is terminated, the unearned portion of the payment shall be refunded to MISD. The unearned portion will be calculated on a daily basis.
9. **Foreign Nations.** Vendor certifies that they do not currently boycott Israel; and will not boycott Israel during the term of the contract. Vendor further certifies that should the vendor enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, they will immediately notify Mabank ISD.
10. **Criminal History Notification.** A person or business entity that enters into a contract with a district must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony