**Teacher Retirement System of Texas General Terms and Conditions**

These General Terms and Conditions ("Terms and Conditions") are incorporated for all purposes into the Purchase Order (“Purchase Order”) between the Teacher Retirement System of Texas ("TRS") and Vendor. To the extent that any provision contained in these Terms and Conditions conflicts with any provision contained elsewhere in the Purchase Order, it is expressly understood and agreed that the provision contained in these Terms and Conditions shall control to the extent necessary to resolve the conflict.

1. **Independent Contractor.** Vendor and its employees, representatives, agents, subcontractors, suppliers, and third-party contractors shall serve as independent contractors in providing the services under this Purchase Order. This Purchase Order shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TRS. Neither Vendor nor TRS is an agent of the other and neither may make any commitments on the other party’s behalf. Vendor shall have no claim against TRS for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
2. **E-Verify Program**. Vendor certifies that for contracts for services, it shall utilize the

U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons hired by Vendor during the term of the Purchase Order to perform duties in Texas and all persons, including subcontractors, assigned by Vendor during the term of the Purchase Order to perform work pursuant to the Purchase Order within the United States of America.

1. **Subcontractors**. For purposes of this clause, “subcontractor” does not include an affiliate of Vendor. Vendor may not subcontract the work or obligations due under this Purchase Order without the prior written approval of TRS. Vendor expressly understands and acknowledges that in entering such subcontract(s), TRS is in no manner liable to any subcontractor(s) of Vendor and all acts and omissions of any subcontractor(s) are imputed to Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Purchase Order.
2. **Criminal Background Checks**. Vendor shall comply with, and cause any subcontractor provided by Vendor to comply with, TRS’ Background Check Policy ("BCP"). Vendor agrees pursuant to the BCP that when TRS determines that a criminal background check ("CBC") is required, TRS will conduct the CBC and Vendor shall reimburse TRS for the costs incurred by TRS in conducting the CBC. All information pertaining to a CBC shall only be provided to an authorized representative of TRS’ Organizational Excellence division.
3. **No Conflicts of Interest**. Vendor represents and warrants that the provision of goods and services or other performance under the Purchase Order will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Vendor will not have any relationship with a third party that could be construed as a violation of the TRS Code of Ethics for Contractors (“TRS Code”). Vendor shall give notice to TRS of any actual, apparent, or potential conflict of interest as defined in, and in the manner required by, the TRS Code or applicable law.
4. **Dealings with Public Servants Affirmation.** Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Purchase Order.
5. **Financial Participation Prohibited Affirmation.** Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from TRS to participate in the preparation of the specifications or solicitation on which this Purchase Order is based. Vendor certifies that the individual or business entity named in this Purchase Order is not ineligible to receive the specified contract and acknowledges that this Purchase Order may be terminated, and payment withheld, if this certification is inaccurate.
6. **Intellectual Property.** To the extent services include deliverables created and produced by Vendor pursuant to this Purchase Order, the term “Work” is defined as all work products, designs, specifications, systems, software, programs, intellectual property, deliverables, or other property generated for the benefit of TRS in connection with the services provided under this Purchase Order. TRS and Vendor each consider the Work and all products and results of the services to be a work made for hire. Vendor agrees that the Work, and all rights therein, belongs to and shall be the sole and exclusive property of TRS. If for any reason the Work would not be considered a work-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to TRS, its successors and assigns, the entire right, title, and interest in and to the copyright in the Work and all works based upon, derived from, or incorporating the Work. Vendor shall execute all papers and perform such other property rights, as TRS may deem necessary to secure for TRS the rights herein assigned. Failure to timely deliver such Work to TRS shall constitute a material breach of this Purchase Order. Vendor shall not retain any copies of the Work without the prior written consent of TRS. To the extent Work includes intellectual property created before the Effective Date or otherwise independent of this Purchase Order (“Independent Assets”), Vendor hereby grants to TRS a perpetual, irrevocable, royalty free license solely for TRS’ internal business purposes to use, reproduce, create derivative works from, and distribute any such Independent Assets embodied in or delivered in conjunction with Work.
7. **Taxes.** Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. TRS will furnish Tax Exemption Certificates upon request. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from the Purchase Order, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TRS shall not be liable for any taxes resulting from the Purchase Order.
8. **Excess Obligations Prohibited**. This Purchase Order is subject to termination or cancellation, without penalty to TRS, either in whole or in part, subject to the availability of state funds. Vendor understands that nothing in the Purchase Order creates an obligation or liability exceeding budgeted funds currently available to TRS during the current biennium, except to the extent that TRS' Board of Trustees ("Board") determines that expenditure of pension trust funds exceeding the amounts currently budgeted to compensate Vendor for performance of services is necessary for fulfilling the Board's fiduciary duties.
9. **Invoices and Payment.** Vendor shall submit invoices through the TRS Procurement and Vendor E-System (PAVES). Vendors will be required to activate an account in PAVES to submit invoices. Payment to Vendor will be made within thirty (30) days of TRS’ receipt of Vendor’s undisputed invoice. No increase in any amount due by TRS under this Purchase Order shall be binding on TRS without TRS’ prior written consent. Interest for late payments shall be governed by the Texas Prompt Payment Act, chapter 2251 of the Texas Government Code. Vendor shall not bill TRS for required training pursuant to the Non-TRS Workers (Contract Workers, Unpaid Interns and Volunteers) Policy, unless such costs are specifically authorized in this Purchase Order. In the event such costs are specifically authorized, they shall be itemized in Vendor’s invoice.
10. **Reimbursement for Travel*.*** Travel reimbursement is limited to actual costs incurred by Vendor and shall not exceed the maximum allowed for State employees by the Texas Comptroller of Public Accounts. Vendor will not be compensated for any travel expenses, unless contemplated by this Purchase Order and otherwise pre-approved by TRS in writing. Under no circumstances will Vendor be compensated for off-duty hours while traveling.
11. **Contracting Information Responsibilities**. In accordance with Section 552.372 of the Texas Government Code, Vendor agrees to (1) preserve all contracting information related to this Purchase Order as provided by the records retention requirements applicable to TRS for the duration of the Purchase Order, (2) promptly provide to TRS any contracting information related to the Purchase Order that is in the custody or possession of Vendor on request of TRS, and (3) on termination or expiration of the Purchase Order, either provide at no cost to TRS all contracting information related to the Purchase Order that is in the custody or possession of Vendor or preserve the contracting information related to the Purchase Order as provided by the records retention requirements applicable to TRS. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Purchase Order and Vendor agrees that the Purchase Order can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
12. **Records Retention; Inspection of Records**. Vendor shall maintain and retain all records relating to the performance of this Purchase Order, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Vendor shall maintain and retain these records in accordance with TRS' records retention schedule for a period of seven (7) years after the expiration date of the Purchase Order or until all associated audit, claim, and litigation matters are resolved, whichever is later. During the initial and any renewal term of this Purchase Order, Vendor shall, at reasonable times and upon reasonable notice, permit TRS, its agents, and authorized state and federal agencies to have access to all records pertaining to this Purchase Order, as necessary, for purposes of inspection, monitoring, copying, audit, and evaluation.
13. **TRS Data and Confidentiality***.*

**16.1** The term “TRS Data” refers to all TRS information, as well as other entity information in the possession of TRS, that is processed, stored, or transmitted by a computer, including data that is generated by Vendor in the performance of services under the Purchase Order. For purposes of this Purchase Order, TRS Data maintained by or for TRS constitutes confidential information and includes information confidential by law or otherwise excepted from disclosure under the TPIA. Vendor shall maintain the confidentiality of TRS Data and prevent unauthorized disclosure. Vendor will not collect, access, use, disclose, or retain TRS Data other than as necessary to perform the services under this Purchase Order or as otherwise authorized in writing by TRS. Vendor will restrict access to TRS Data to only those personnel who must have the information on a “need to know” basis. Vendor will not use TRS Data, or any information derived from TRS Data, for its own benefit or the benefit of any other person or entity. Vendor will not share TRS Data with its parent company or other affiliate without TRS’ express written consent.

Vendor shall not disclose TRS Data to any third party, except as specifically provided in this Purchase Order or as required by applicable law or court order. Vendor shall notify third parties to whom TRS Data is disclosed of the confidentiality terms of this Purchase Order. Where disclosure of TRS Data to any third party is required by applicable law or court order, Vendor, as permitted by law, shall notify TRS prior to the disclosure.

**16.2** Vendor shall disclose to TRS all AI technology it uses to provide services to TRS and shall use its best efforts to mitigate risks associated with the use of AI. Vendor shall comply with all applicable federal and state laws, regulations, and guidelines, including those that regulate privacy, security, employment discrimination, intellectual property rights, and consumer protection regarding the use of AI in the provision of services to TRS. Vendor shall not access or use TRS Data for any purpose other than to the extent necessary to perform the Purchase Order services, including the use of TRS Data to train, retrain or improve the foundational AI technology model or share the generated output with any party other than TRS.

**16.3** Vendor shall comply with TRS’ Confidentiality Policy and TRS’ information security requirements associated with the services provided under this Purchase Order. Vendor shall implement and document a comprehensive information security program and use reasonable security practices to make its services secure. If the security of any TRS Data is compromised or breached, Vendor shall immediately notify TRS both orally by telephone and in writing, but no later than 12 hours after Vendor is aware of the compromise or breach and reimburse TRS for reasonable out-of-pocket expenses directly resulting from such compromise or breach. In the event a compromise or breach involves a person’s sensitive personal information, Vendor shall comply with the notice requirements under Section 521.053 of the Texas Business and Commerce Code and provide identity theft protection services for one (1) year for each affected person.

**16.4** Vendor's obligations under this provision shall survive termination of this Purchase Order.

1. **Cybersecurity Training.** Vendor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
2. **Data Management and Security Controls**. In accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Purchase Order and will maintain records and make them available to TRS as evidence of Vendor’s compliance with the required controls.
3. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to the cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Purchase Order it shall maintain its certifications and comply with the program requirements in the performance of the Purchase Order.
4. **Public Information Act**. Information, documentation, and other material in connection with this Purchase Order may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code, also known as the Texas Public Information Act ("TPIA"). In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State pursuant to the Purchase Order, and not otherwise excepted from disclosure under the TPIA, available in a format that is accessible by the public at no additional charge to the State. Vendor waives any claim against and releases from liability TRS, its trustees, employees, agents, attorneys, and TRS as trustee of any trust fund managed by TRS with respect to requested information related to this Purchase Order that is determined by the Office of the Attorney General of Texas, a court of law, or TRS to be subject to disclosure under the TPIA.
5. **Insurance.** Vendor shall procure and maintain at Vendor’s own expense throughout the term of this Purchase Order and any renewals or extensions thereof insurance coverage as specified in this Purchase Order. TRS may issue a written request for applicable certificates of insurance which Vendor shall provide to TRS within a reasonable amount of time.
6. **Force Majeure***.* Neither Vendor nor TRS shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Purchase Order caused by force majeure events, such as war or an act of war, order of legal authority, act of God, work stoppages due to labor strikes, lockouts, fires, explosions, hurricanes, floods, failure of transportation, epidemics, riots, sabotage, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. TRS reserves the right to employ any means legally permissible to have services performed during a force majeure event.
7. **INDEMNIFICATION**.
   1. **VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TRS AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, THIRD-PARTY CLAIMS, DEMANDS, SUITS, FINES, OR PENALTIES, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT, OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE PURCHASE ORDER AND ANY PURCHASE ORDERS ISSUED UNDER THE PURCHASE ORDER. VENDOR SHALL ALSO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TRS FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE PERFORMANCE OF SERVICES.**
   2. **VENDOR AND TRS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY CLAIMS. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("ATTORNEY GENERAL") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE ATTORNEY GENERAL. NOTWITHSTANDING ANY OTHER PROVISIONS TO THE CONTRARY, TRS SHALL NOT INDEMNIFY VENDOR OR ANY OTHER ENTITY UNDER THE PURCHASE ORDER.**
8. **LIMITATION OF LIABILITY**. **TRS’ LIABILITY UNDER THIS PURCHASE ORDER IS SUBJECT TO THE LIMITATIONS UNDER CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ANTICIPATED OR OTHERWISE, OR LOSS OF REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS PURCHASE ORDER, EXCEPT AS IT CONCERNS VENDOR’S POTENTIAL LIABILITY UNDER ANY BUSINESS ASSOCIATE AGREEMENT (“BAA”) ASSOCIATED WITH THIS PURCHASE ORDER**. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, NO DISCLAIMER OR LIMITATION OF LIABILITY SHALL APPLY TO THE FOLLOWING: (1) VENDOR’S INDEMNIFICATION OBLIGATIONS; (2) DAMAGES CAUSED BY VENDOR’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; AND (3) TO THE EXTENT A BAA IS EXECUTED BY THE PARTIES, LOSSES ARISING UNDER THE BAA.**
9. **Termination**. TRS may terminate all or any part of this Purchase Order for cause, default, or breach by providing Vendor with advance written notice. Upon Vendor's receipt of the notice, Vendor shall cease performing services, except those directly pertaining to Vendor's efforts to cure the breach. Within ten (10) days of Vendor's receipt of the notice, Vendor must cure the breach or demonstrate to TRS’ satisfaction that a breach has not occurred. If Vendor does not timely cure the breach or demonstrate to TRS' satisfaction that a breach has not occurred, TRS may immediately terminate this Purchase Order. TRS may also terminate all or any part of this Purchase Order for convenience, without cost or penalty, by providing Vendor with thirty (30) calendar days' advance written notice. Upon receipt of the notice, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TRS shall be liable for payments limited only to the portion of work authorized by TRS in writing and which Vendor has completed, delivered to TRS, and which has been accepted by TRS. TRS shall have no other liability, including no liability for costs associated with termination.
10. **Suspension**. TRS may suspend with immediate effect all or part of the Work for cause by giving notice to Vendor. This suspension will continue until TRS notifies Vendor that the suspension is lifted. TRS has no obligation to lift this suspension until it is satisfied that Vendor will comply with the relevant requirements. Vendor is not entitled to compensation or reimbursement while the Work is suspended for cause. TRS may also suspend with immediate effect all or part of the Work for convenience by giving notice to Vendor. This suspension continues until TRS notifies Vendor that the suspension is lifted. TRS shall reimburse Vendor for reasonable, documented, direct, and non-recoverable expenses resulting from suspension for convenience that could not have reasonably been avoided by Vendor.
11. **Non-Exclusive Remedies.** If default occurs, then TRS shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to suspend, terminate, or to seek specific performance of all or any part of this Purchase Order. In addition, TRS may (itself or through another contractor) complete the Work, and Vendor shall pay to TRS all costs and expenses reasonably incurred in completing the Work, any cost resulting from delay in completing the Work, and all other costs incurred in connection with the termination. These remedies are not exclusive, and TRS reserves all other rights and remedies available under this Purchase Order.
12. **Debarment**. Vendor certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or the federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management* maintained by the General Services Administration.
13. **Excluded Parties.** Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC"). Vendor also certifies that no principal, partner, member, director, officer, or holder of a controlling interest in Vendor is under sanctions programs or lists administered by OFAC, including the List of Specially Designated Nationals and Blocked Persons administered by OFAC, as such list may be amended from time to time.
14. **Foreign Terrorist Organizations.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as defined under federal and state law.
15. **Boycotts and Discrimination.** Vendor certifies and verifies that it: 1) does not boycott Israel and will not boycott Israel during the term of this Purchase Order; 2) does not boycott energy companies and will not boycott energy companies during the term of this Purchase Order; and 3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Purchase Order against a firearm entity or firearm trade association.
16. **Critical Infrastructure Affirmation**. Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
17. **Business Operations and Practices.** Vendor represents and warrants that it is in good standing and authorized to do business in the State of Texas, that it is compliant with or exempt from State of Texas franchise tax requirements, that it and its officers have not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code or allegations of any unfair business practice in any administrative hearing or court suit, and that it and its officers have not been found to be liable for such practices in such proceedings. Vendor agrees to notify TRS in writing promptly upon any material change, including lapse or revocation, in its authorization, licensing, or certification status in any jurisdictions where authorization, licensure, or certification is required to perform the services relating to this Purchase Order.
18. **Antitrust Affirmation**. Vendor represents and warrants that neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Purchase Order to any competitor or any other person engaged in the same line of business as Vendor.
19. **Legal and Regulatory Actions.** Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations pending or threatened against Vendor or any of the individuals or entities who will provide services under this Purchase Order within the five (5) calendar years immediately preceding execution of this Purchase Order that would or could impair Vendor's performance under the Purchase Order or otherwise relate to the solicited or similar goods or services. Vendor shall notify TRS in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TRS shall constitute breach of contract and may result in immediate termination of this Purchase Order.
20. **Child Support Obligation Affirmation.** Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Purchase Order, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.
21. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of TRS, (2) a person who at any time during the four years before the date of the Purchase Order was the executive head of TRS, or (3) a person who employs a current or former executive head of TRS.
22. **Disclosure of Prior TRS Employment.** Vendor represents and warrants that none of its employees who are authorized to provide services under this Purchase Order has been employed by TRS at any time during the two years immediately prior to the date of execution of this Purchase Order.
23. **Debts and Delinquencies Affirmation.** Vendor agrees that any payments due under the Purchase Order shall be applied towards any debt or delinquency that is owed to the State of Texas.
24. **Disaster Recovery Plan.** Upon request of TRS, Vendor shall provide the descriptions of its business continuity and disaster recovery plans.
25. **False Statements.** Vendor represents and warrants that all statements and information prepared and submitted to TRS by Vendor prior to execution of this Purchase Order are current, complete, true, and accurate. Vendor acknowledges that Vendor's submission of information with false statements or material misrepresentations during the performance of this Purchase Order is a material breach of contract and may void this Purchase Order.
26. **Computer Equipment Recycling Program.** If this Purchase Order concerns the purchase or lease of computer equipment, Vendor certifies that it complies with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
27. **Television Equipment Recycling Program.** If this Purchase Order concerns the purchase or lease of covered television equipment, Vendor certifies that it complies with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
28. **Compliance with Law**. Vendor shall comply with all laws, regulations, requirements, guidelines, and TRS policies applicable to a vendor providing services and products required by this Purchase Order.
29. **Assignment**. Vendor shall not assign its rights under this Purchase Order or delegate the performance of its duties under the Purchase Order without prior written approval from TRS. Any attempted assignment in violation of this provision is void and without effect. Vendor must provide TRS with sufficient notice of the proposed assignment and provide supporting documentation to enable TRS to timely complete its review.
30. **No Third-Party Beneficiaries.** This Purchase Order is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
31. **Publicity and Endorsement**. Vendor shall not use TRS' name, logo, or other likeness in any press release, marketing material, or other announcement without TRS' prior written approval. TRS does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this Purchase Order or the services to which they relate without the prior written consent of TRS' Executive Director or Deputy Director.
32. **Dispute Resolution**. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. All remedies for claims of breach of contract shall be governed by Chapter 2260 of the Texas Government Code.
33. **Sovereign Immunity**. Nothing in this Purchase Order shall be construed as a waiver of TRS' or the State of Texas' sovereign immunity or any of the privileges, rights, defenses, remedies, or immunities available to TRS or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TRS or the State of Texas under this Purchase Order or applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TRS does not waive any privileges, rights, defenses, or immunities available to TRS by entering this Purchase Order or by its conduct prior to or after entering this Purchase Order.
34. **Governing Law and Venue**. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions. The venue of any suit arising under this Purchase Order is fixed in any court of competent jurisdiction of Travis County, Texas.
35. **Binding Effect**. This Purchase Order shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
36. **No Implied Waiver.** Failure of a party to require performance by another party under this Purchase Order will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party’s exercise or partial exercise of any right or remedy under this Purchase Order shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Purchase Order shall not be construed as a waiver of any continuing or successive breach.
37. **Severability**. If any provision of this Purchase Order is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Purchase Order as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
38. **Survival**. Expiration or termination of this Purchase Order for any reason does not release Vendor from any liability or obligation set forth in the Purchase Order that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this Purchase Order.
39. **Entire Contract***.* All exhibits to this Purchase Order are intended to be attached to this Purchase Order and are incorporated herein by reference as if set forth in full. This Purchase Order sets forth the final, complete, and exclusive understanding of the parties with respect to the contemplated services and supersedes all prior and contemporaneous oral or written contracts, understandings, representations, and negotiations between the parties relating to the subject matter of this Purchase Order.
40. **Amendments and Extensions**. This Purchase Order may be amended only in a writing signed by authorized representatives of TRS and Vendor. To the extent any law or regulation requires TRS to include additional language in this Purchase Order, Vendor shall cooperate in the execution of any amendment to the Purchase Order that is necessary to effectuate and comply with such law or regulation. TRS, by unilateral amendment, may extend the Purchase Order for 180 days beyond its expiration.
41. **Signature Authority.** Each party represents and warrants that the individual signing this Purchase Order has the authority to execute this Purchase Order on the respective party’s behalf. This Purchase Order may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties. The counterparts may be executed and delivered by electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.