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

These General Terms and Conditions ("Terms and Conditions") are incorporated for all purposes into the contract (“Contract”) between the Teacher Retirement System of Texas ("TRS") and Contractor. To the extent that any provision contained in these Terms and Conditions conflicts with any provision contained elsewhere in the Contract, 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.** Contractor and its employees, representatives, agents, subcontractors, suppliers, and third-party contractors shall serve as independent contractors in providing the services under this Contract. This Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and TRS. Neither Contractor nor TRS is an agent of the other and neither may make any commitments on the other party’s behalf. Contractor 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**. Contractor 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 Contractor during the term of the contract to perform duties in Texas and all persons, including subcontractors, assigned by Contractor during the term of the Contract to perform work pursuant to the Contract within the United States of America.

1. **Subcontractors**. For purposes of this clause, “subcontractor” does not include an affiliate of Contractor. Contractor may not subcontract the work or obligations due under this Contract without the prior written approval of TRS. Contractor expressly understands and acknowledges that in entering such subcontract(s), TRS is in no manner liable to any subcontractor(s) of Contractor and all acts and omissions of any subcontractor(s) are imputed to Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this Contract.
2. **Criminal Background Checks**. Contractor shall comply with, and cause any subcontractor provided by Contractor to comply with, TRS’ Background Check Policy ("BCP"). Contractor agrees pursuant to the BCP that when TRS determines that a criminal background check ("CBC") is required, TRS will conduct the CBC and Contractor 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**. Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Contractor 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”). Contractor 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.** Contractor 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 Contract.
5. **Financial Participation Prohibited Affirmation.** Contractor certifies that neither Contractor nor any person or entity represented by Contractor has received compensation from TRS to participate in the preparation of the specifications or solicitation on which this Contract is based. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld, if this certification is inaccurate.
6. **Intellectual Property.** To the extent services include deliverables created and produced by Contractor pursuant to this Contract, 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 Contract. TRS and Contractor each consider the Work and all products and results of the services to be a work made for hire. Contractor 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, Contractor 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. Contractor 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 Contract. Contractor 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 Contract (“Independent Assets”), Contractor 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. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TRS shall not be liable for any taxes resulting from the Contract.
8. **Excess Obligations Prohibited**. This Contract is subject to termination or cancellation, without penalty to TRS, either in whole or in part, subject to the availability of state funds. Contractor understands that nothing in the Contract 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 Contractor for performance of services is necessary for fulfilling the Board's fiduciary duties.
9. **Invoices and Payment.** Contractor 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 Contractor will be made within thirty (30) days of TRS’ receipt of Contractor’s undisputed invoice. No increase in any amount due by TRS under this Contract 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. Contractor 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 Contract. In the event such costs are specifically authorized, they shall be itemized in Contractor’s invoice.
10. **Reimbursement for Travel*.*** Travel reimbursement is limited to actual costs incurred by Contractor and shall not exceed the maximum allowed for State employees by the Texas Comptroller of Public Accounts. Contractor will not be compensated for any travel expenses, unless contemplated by this Contract and otherwise pre-approved by TRS in writing. Under no circumstances will Contractor be compensated for off-duty hours while traveling.
11. **Release of Payment Claims by Contractor.** The final invoice submitted by Contractor shall be accompanied by a complete and legally effective release of TRS from all known and unknown payment claims relating to this Contract on a form provided by TRS. Contractor’s acceptance of final payment constitutes a waiver of all known or unknown payment claims against TRS related to this Contract, other than those specifically excepted in the release.
12. **Contracting Information Responsibilities**. In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to TRS for the duration of the Contract, (2) promptly provide to TRS any contracting information related to the Contract that is in the custody or possession of Contractor on request of TRS, and (3) on termination or expiration of the Contract, either provide at no cost to TRS all contracting information related to the Contract that is in the custody or possession of Contractor or preserve the contracting information related to the Contract 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 Contract and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
13. **Records Retention; Inspection of Records**. Contractor shall maintain and retain all records relating to the performance of this Contract, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Contractor 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 Contract or until all associated audit, claim, and litigation matters are resolved, whichever is later. During the initial and any renewal term of this Contract, Contractor 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 Contract, as necessary, for purposes of inspection, monitoring, copying, audit, and evaluation.
14. **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 Contractor in the performance of services under the Contract. For purposes of this Contract, TRS Data maintained by or for TRS constitutes confidential information and includes information confidential by law or otherwise excepted from disclosure under the TPIA. Contractor shall maintain the confidentiality of TRS Data and prevent unauthorized disclosure. Contractor will not collect, access, use, disclose, or retain TRS Data other than as necessary to perform the services under this Contract or as otherwise authorized in writing by TRS. Contractor will restrict access to TRS Data to only those personnel who must have the information on a “need to know” basis. Contractor 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. Contractor will not share TRS Data with its parent company or other affiliate without TRS’ express written consent.

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

**16.2** Contractor 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. Contractor 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. Contractor shall not access or use TRS Data for any purpose other than to the extent necessary to perform the Contract 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** Contractor shall comply with TRS’ Confidentiality Policy and TRS’ information security requirements associated with the services provided under this Contract. Contractor 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, Contractor shall immediately notify TRS both orally by telephone and in writing, but no later than 12 hours after Contractor 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, Contractor 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** Contractor's obligations under this provision shall survive termination of this Contract.

1. **Cybersecurity Training.** Contractor 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, Contractor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TRS as evidence of Contractor’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, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
4. **Public Information Act**. Information, documentation, and other material in connection with this Contract 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, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, 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. Contractor 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 Contract 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.** Contractor shall procure and maintain at Contractor’s own expense throughout the term of this Contract and any renewals or extensions thereof insurance coverage as specified in this Contract. TRS may issue a written request for applicable certificates of insurance which Contractor shall provide to TRS within a reasonable amount of time.
6. **Force Majeure***.* Neither Contractor nor TRS shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract 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. **CONTRACTOR 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 CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. CONTRACTOR 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. **CONTRACTOR AND TRS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY CLAIMS. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("ATTORNEY GENERAL") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR 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 CONTRACTOR OR ANY OTHER ENTITY UNDER THE CONTRACT.**
8. **LIMITATION OF LIABILITY**. **TRS’ LIABILITY UNDER THIS CONTRACT 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 CONTRACT, EXCEPT AS IT CONCERNS CONTRACTOR’S POTENTIAL LIABILITY UNDER ANY BUSINESS ASSOCIATE AGREEMENT (“BAA”) ASSOCIATED WITH THIS CONTRACT**. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, NO DISCLAIMER OR LIMITATION OF LIABILITY SHALL APPLY TO THE FOLLOWING: (1) CONTRACTOR’S INDEMNIFICATION OBLIGATIONS; (2) DAMAGES CAUSED BY CONTRACTOR’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 Contract for cause, default, or breach by providing Contractor with advance written notice. Upon Contractor's receipt of the notice, Contractor shall cease performing services, except those directly pertaining to Contractor's efforts to cure the breach. Within ten (10) days of Contractor's receipt of the notice, Contractor must cure the breach or demonstrate to TRS’ satisfaction that a breach has not occurred. If Contractor does not timely cure the breach or demonstrate to TRS' satisfaction that a breach has not occurred, TRS may immediately terminate this Contract. TRS may also terminate all or any part of this Contract for convenience, without cost or penalty, by providing Contractor with thirty (30) calendar days' advance written notice. Upon receipt of the notice, Contractor 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 Contractor 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 Contractor. This suspension will continue until TRS notifies Contractor that the suspension is lifted. TRS has no obligation to lift this suspension until it is satisfied that Contractor will comply with the relevant requirements. Contractor 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 Contractor. This suspension continues until TRS notifies Contractor that the suspension is lifted. TRS shall reimburse Contractor for reasonable, documented, direct, and non-recoverable expenses resulting from suspension for convenience that could not have reasonably been avoided by Contractor.
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 Contract. In addition, TRS may (itself or through another contractor) complete the Work, and Contractor 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 Contract.
12. **Debarment**. Contractor 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.** Contractor 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"). Contractor also certifies that no principal, partner, member, director, officer, or holder of a controlling interest in Contractor 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.** Contractor 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.** Contractor certifies and verifies that it: 1) does not boycott Israel and will not boycott Israel during the term of this Contract; 2) does not boycott energy companies and will not boycott energy companies during the term of this Contract; 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 Contract against a firearm entity or firearm trade association.
16. **Critical Infrastructure Affirmation**. Pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor 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.** Contractor 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. Contractor 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 Contract.
18. **Antitrust Affirmation**. Contractor represents and warrants that neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, 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 Contract to any competitor or any other person engaged in the same line of business as Contractor.
19. **Legal and Regulatory Actions.** Contractor 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 Contractor or any of the individuals or entities who will provide services under this Contract within the five (5) calendar years immediately preceding execution of this Contract that would or could impair Contractor's performance under the Contract or otherwise relate to the solicited or similar goods or services. Contractor 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 Contract.
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 contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract 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, Contractor 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 Contract 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.** Contractor represents and warrants that none of its employees who are authorized to provide services under this Contract has been employed by TRS at any time during the two years immediately prior to the date of execution of this Contract.
23. **Debts and Delinquencies Affirmation.** Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
24. **Disaster Recovery Plan.** Upon request of TRS, Contractor shall provide the descriptions of its business continuity and disaster recovery plans.
25. **False Statements.** Contractor represents and warrants that all statements and information prepared and submitted to TRS by Contractor prior to execution of this Contract are current, complete, true, and accurate. Contractor acknowledges that Contractor's submission of information with false statements or material misrepresentations during the performance of this Contract is a material breach of contract and may void this Contract.
26. **Computer Equipment Recycling Program.** If this Contract concerns the purchase or lease of computer equipment, Contractor 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 Contract concerns the purchase or lease of covered television equipment, Contractor 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**. Contractor shall comply with all laws, regulations, requirements, guidelines, and TRS policies applicable to a vendor providing services and products required by this Contract.
29. **Assignment**. Contractor shall not assign its rights under this Contract or delegate the performance of its duties under the Contract without prior written approval from TRS. Any attempted assignment in violation of this provision is void and without effect. Contractor 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 Contract 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**. Contractor 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. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract 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 Contractor 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 Contract 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 Contract 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 Contract or by its conduct prior to or after entering this Contract.
34. **Governing Law and Venue**. This Contract 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 Contract is fixed in any court of competent jurisdiction of Travis County, Texas.
35. **Binding Effect**. This Contract 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 Contract 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 Contract 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 Contract shall not be construed as a waiver of any continuing or successive breach.
37. **Severability**. If any provision of this Contract 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 Contract 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 Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract 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 Contract.
39. **Entire Contract***.* All exhibits to this Contract are intended to be attached to this Contract and are incorporated herein by reference as if set forth in full. This Contract 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 Contract.
40. **Amendments and Extensions**. This Contract may be amended only in a writing signed by authorized representatives of TRS and Contractor. To the extent any law or regulation requires TRS to include additional language in this Contract, Contractor shall cooperate in the execution of any amendment to the Contract that is necessary to effectuate and comply with such law or regulation. TRS, by unilateral amendment, may extend the Contract for 180 days beyond its expiration.
41. **Signature Authority.** Each party represents and warrants that the individual signing this Contract has the authority to execute this Contract on the respective party’s behalf. This Contract 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.