

## VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Statement of work Agreement**) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and Semester Student Panner Limited, a (“Planner”) dated January 1, 2026. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Planner may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

### MISCELLANEOUS CLAUSES

**Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Data Privacy.** Planner shall hold PVAMU’s data in confidence. Planner shall only use or disclose PVAMU’s data for the purpose of fulfilling Planner’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Planner shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Planner that have a need to access the PVAMU’s data in order for Planner to perform its obligations under this Agreement. Planner shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Planner in this Agreement.

Planner shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Planner’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Planner has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Planner has taken or will take to prevent future similar unauthorized use or disclosure. Planner shall provide such other information, including a written report, as reasonably requested by PVAMU.

Planner must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Planner, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Planner shall provide PVAMU with at least ten (10) days’ written notice of Planner’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, Planner shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Planner under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Planner's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Planner or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Planner's service to PVAMU. Except as specifically required under the terms of this Agreement, Planner (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Planner is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Planner and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

**Insurance.** Planner shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**No Impediments.** Planner represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Planner's performance of the Services.

**Non-Assignment.** Planner shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Planner can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU:**

Prairie View A&M University  
Office of Academic Affairs  
P.O. Box 519 MS 1023  
Prairie View, Texas 77446  
Attention: Carmen Carter  
Telephone: 936-261-2175  
Email: crcarter@pvamu.edu

**With a copy to:**

Prairie View A&M University Contract Administration  
P.O. Box 519, MS 1311  
Prairie View, Texas 77446-0519  
Telephone: +1 936-261-1902  
Email: Contracts@pvamu.edu

**Planner:**

Semester Student Planner Limited  
78 Central Ave  
Billingham Stockton-on-Tees, TS23 1LW; UK  
Attention: Nathan Marr  
Telephone: +61468483080  
Email: nathan@semesterstudentplanner.com

**Organization.** If Planner is a business entity, Planner warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Planner has been duly authorized to act for and bind Planner. Upon PVAMU's request, Planner shall promptly deliver to Planner (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by Planner for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Planner, then within thirty (30) days after cancellation and/or termination, Planner will reimburse PVAMU for all advance payments paid by PVAMU to Planner that were (i) not earned by Planner prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Planner prior to cancellation and/or termination.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason,

be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Termination.** PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Planner. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

## **STATE AGENCY CLAUSES**

**Access by Individuals with Disabilities.** Planner represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). Planner shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Planner fails or is unable to do so, PVAMU may immediately terminate this Agreement, and Planner will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

**Conflict of Interest.** Planner certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Planner or in the transaction that is the subject of this Agreement.

**Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing

delinquency. Under Section 231.006, *Texas Family Code*, Planner certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Planner to attempt to resolve any claim for breach of contract made by Planner that cannot be resolved in the ordinary course of business. Planner shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Planner's claim and any counterclaim and negotiate with Planner in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

**Executive Order GA-43.** To the extent that Planner is providing goods to PVAMU under this Agreement, Planner represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

**Executive Order GA-48.** Planner represents and warrants that Planner is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Planner acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Planner will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** PVAMU is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by Planner that Planner will not export data or commodities to certain countries without advance approval of that agency. PVAMU neither represents that a license will not be required nor that, if required, it will be issued. Planner shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. Planner certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**Franchise Tax Certification.** If Planner is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Planner certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Planner is exempt from the payment of franchise (margin) taxes.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including

but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

**Loss of Funding.** Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Planner and PVAMU may terminate this Agreement without further duty or obligation hereunder. Planner acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Planner for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** Planner is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that Planner has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Planner agrees that any payments owing to Planner under this Agreement may be applied directly toward certain debts or delinquencies that Planner owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**Prior Employment.** Planner acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Planner is an individual, by signing this Agreement, Planner represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Planner certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Planner acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Prompt Payment.** PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**Public Information.** Planner acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Planner will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Planner acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Planner agrees that this Agreement can be terminated if Planner knowingly or intentionally fails to comply with a requirement of that subchapter.

**State Auditor’s Office.** Planner understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Planner agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Planner will include this provision in all contracts with permitted subcontractors.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Planner upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**SEMESTER STUDENT PANNER LIMITED**

*Robert Hall*

*Nathan Marr*

Signature

Signature

Robert Hall

Nathan Marr

Name

Name

Director, Procurement and Contract Admin

Nathan Marr

Title

Title

4/23/2026 | 7:49 AM CDT

4/22/2026 | 8:15 PM CDT

Date

Date