

Mandatory Addendum to
All University of Mississippi Contracts
June 2012

The University of Mississippi [“UM”], despite any contrary provision contained in any contract to which UM is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which UM is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which UM is a party:

1. UM does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
2. UM does not make any warranty.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
3. UM does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
4. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI.
6. UM does not agree to the application of the laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. UM does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. UM does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which UM is entitled.
Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

9. UM does not agree that a party may represent, prosecute or defend legal actions in the name of UM.
IHL Board Policy 1102.
10. Provisions that limit the time for UM to pursue legal actions are deleted and void.
Miss. Const. Art 4, § 104; Miss. Const. Art. 4 § 100; Miss. Code Ann. § 15-1-5;
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
11. UM does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. UM will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by UM will be posted on a public website beginning July 1, 2012. The information posted will include: the date of payment, vendor name, vendor's city and state, and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of UM.
Miss. Code Ann. §§ 27-104-151 to 159.
14. Any Contractor/Seller of UM shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.