

Contract Addendum Instructions

The [Contract Form Addendum](#) to Contractor's Form (hereafter called "addendum") is designed to assist departments in ensuring Mason's contracts comply with the laws and regulations of the Commonwealth of Virginia, as many standard clauses typically found in commercial contracts cannot be accepted. When executing contracts for the procurement of goods and services with vendors that require Mason to accept/sign a proposal, quote or other form of agreement, use the addendum to "cancel out" or invalidate the prohibitive terms and conditions. The addendum is meant to cover most common prohibitive terms but may not cover all.

Payment by Small Purchase Card (P-Card) is strongly encouraged for these transactions. If payment will be made through Accounts Payable, then the vendor's invoice must be emailed to acctpay@gmu.edu and include the purchase order number (stating with "EP"). Payment terms are NET 30.

The addendum may be used in the following circumstances:

- When the purchase is from a vendor that is not already under contract with Mason
- When the purchase is for a one-time, non-recurring procurement
- When the purchase **will not exceed \$5,000** on a one-time OR recurring basis (total paid to vendor is \$5,000 or less)
- When no personally identifiable information or other sensitive data is exchanged (e.g., collected, transmitted, disseminated, etc.)

Contract Addendum FAQ

Q: Do I need to use this for every purchase?

A: No, only when the vendor requires Mason to accept/sign a contract that contains terms and conditions that Mason cannot agree to.

Q: How do I know which terms are unacceptable?

A: Some of the primary terms considered unacceptable (and included in the addendum) are listed below.

- Governing law of another state;
- Requiring Mason to indemnify the vendor;
- Automatic renewals;
- Payment terms less than 30 days (NET 30);
- Requiring prepayment for goods or services;
- Arbitration of any type;
- Payment of attorney's fees;
- Waiver of any legal rights – such as a jury trial.

Q: Do I still need to send the vendor the purchase order if I use this addendum?

A: Yes, the purchase order, the contract, and the addendum form equal the completed contract agreement.

Q: Can I accept modifications to the addendum made by the vendor?

A: No, please email purch1@gmu.edu for assistance.

Q: Can I sign the addendum?

A: Yes, if the purchase is under \$5,000 and you are an authorized signer for the fund/org being charged.

Q: I need to make a one-time or recurring purchase from the vendor that will cumulatively exceed \$5,000. Can I use this addendum?

A: No, the addendum is for occasional use where the vendor is not expected to regularly provide goods or services. Please contact purch1@gmu.edu if you have recurring needs.

Please contact purch1@gmu.edu with any questions or concerns regarding any terms and/or conditions.