

UNIVERSITY OF NEBRASKA

Amendment # 1 to the agreement, Name & Department between the Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska-Lincoln (University) and Name, (Consultant) dated month day, year.

WHEREAS, the parties hereto agree that the Agreement is amended as stated herein and that this Amendment shall be incorporated into the Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
3. **Mutual Indemnification.** To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.
4. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
5. **Debarment List.** No contract shall be awarded to any Contractor/Bidder listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” (the “Debarment List”). For contracts which in the aggregate exceed \$25,000, Contractor/Bidder specifically warrants and represents that it is not included on the Debarment List. Contractor/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this ____th day of _____, 20__.

The Board of Regents of the University of Nebraska (the University)

Signature: _____

Date: _____

Printed Name: Christine A. Jackson or Gary L. Kraft, C.P.M.

Title: Vice Chancellor for Business & Finance/Director of Procurement Services

Full Legal Name of Consultant (the Consultant)

Signature: _____

Date: _____

Printed Name:

Title: _____

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.