

# **EXHIBIT A-MANDATORY TERMS & CONDITIONS**

## **TERMINATION OF CONTRACT**

This Contract may be terminated upon a 30-day written notice by either party.

## **NOT TO CONSTITUTE A DEBT OF THE STATE**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama 2022, as amended by Amendment No.26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

## **CONTRACTOR NOT ENTITLED TO MERIT SYSTEM BENEFITS**

Under no circumstances shall the Contractor be entitled to receive the benefits granted to state employees under the Merit System Act.

## **ALTERNATIVE DISPUTE RESOLUTION**

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

## **ACKNOWLEDGMENT**

The Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals, and the Contractor shall not begin performing work under this contract until notified to do so by the contracting body. The Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

### IMMIGRATION PROVISION

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

### COMPLIANCE WITH ACT 2016-312: ANTI-BOYCOTT

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

### COMPLIANCE WITH ACT 2023-409: ANTI-BOYCOTT

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

### APPLICABLE LAW

This contract shall be deemed to have been executed and performed in the State of Alabama, and all questions of interpretation and construction shall be construed by the laws of such jurisdiction.

### NON-APPROPRIATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended