

ADDENDUM #1  
TO THE AGREEMENT BETWEEN  
SPRING INDEPENDENT SCHOOL DISTRICT  
AND  
[ \_\_\_\_\_ ]

This Addendum #1 (the "Addendum"), entered into as of the date of the signature displayed below, is hereby incorporated and made a part of the Agreement between the Spring Independent School District ("Spring ISD") and [ \_\_\_\_\_ ] ("Contractor"), attached hereto.

WHEREAS, the parties hereto hereby agree that the following constitutes additional terms and conditions of the Agreement:

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**Compliance with Texas Law Regarding Foreign Organizations and Israel Boycotts**

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**Contractor** hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). In the event that **Contractor** is added to the Foreign Organization List at any time during the term of the **Agreement**, **Contractor** shall promptly provide notice to **Spring ISD**. **Spring ISD** may, at its discretion, terminate the **Agreement** immediately upon receipt and verification of information, by any means, that **Contractor** has been added to the Foreign Organization List. **Contractor** further certifies if (a) **Contractor** is not a sole proprietorship; (b) **Contractor** has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the **Contractor** hereby certifies and verifies that neither the **Contractor**, nor any affiliate, subsidiary, or parent company of the **Contractor**, if any (the "**Contractor** Companies"), boycotts Israel, and the **Contractor** agrees that the **Contractor** and **Contractor** Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

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If (a) **Contractor** is not a sole proprietorship; (b) **Contractor** has ten (10) or more full-time employees; and (c) this **Agreement** has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), the **Contractor** hereby certifies and verifies that the **Contractor**, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the **Agreement**. For purposes of this **Addendum**, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

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If (a) **Contractor** is not a sole proprietorship; (b) **Contractor** has at least ten (10) full-time employees; (c) this **Agreement** has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the **Agreement** is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that **Contractor** is not a sole-source provider or **Spring ISD** has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), the **Contractor** hereby certifies and verifies

that the **Contractor**, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this **Agreement**, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV’T CODE § 2274.001(3) of SB 19. “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” See TEX. GOV’T CODE § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

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**Spring ISD** is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the **Contractor** direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the **Spring ISD** for product warranty and support purposes. **Contractor**, certifies that neither it nor its parent company nor any affiliate of **Contractor** or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this **Addendum**, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The **Contractor** verifies and certifies that **Contractor** will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

In the event of a conflict between the terms of this **Addendum** and the terms within other provisions of the **Agreement**, the terms of this **Addendum** shall control.

**Contractor** executes this **Addendum** as of the date written below.

**CONTRACTOR**

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer Identification Number