



## Notice of Material Change to the Vendor Contract/Bid Documents

Pursuant to the terms of your awarded vendor contract/bid, all vendors must notify North East Independent School District ("NEISD") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of NEISD. NEISD reserves the right to accept or reject any new party.

\_\_\_\_\_ (vendor company name) hereby provides notice of the following material change to contract/bid number: \_\_\_\_\_ on this date \_\_\_\_\_

**Instructions:** Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all required signatures, prior to submitting your notice to NEISD for approval.

### Assignment

- ☐ Indicate if you are assigning to your own subsidiary
- ☐ Assumption Agreement
- ☐ Other supporting documentation

### Change in ownership (*sale/purchase*)

- ☐ Asset Purchase Agreement
- ☐ Other supporting documentation

### Bankruptcy

- ☐ Official legal Notice of Bankruptcy Proceedings
- ☐ Other supporting documentation

### Acquisition

- ☐ Asset Purchase Agreement
- ☐ Other supporting documentation

### Merger

- ☐ Share Exchange Agreement
- ☐ Merger and Acquisition Agreement
- ☐ Asset Purchase Agreement
- ☐ Other supporting documentation

### Name Change

- ☐ Supporting documentation

### Other

- ☐ Supporting documentation

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

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Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract/bid number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract/bid or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract/bid, must be provided and approved by NEISD. In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

- ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to NEISD contract/bid number pursuant to the statutory requirements identified in the vendor contract/bid.
- iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by NEISD or any of its campuses/departments must be made directly to the contract holder, unless otherwise approved by NEISD. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.
- iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract/bid, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of NEISD, except as approved in writing by NEISD, and will use the Confidential Information for no purpose other than providing services under contract/bid number \_\_\_\_\_. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the NEISD contract/bid documents referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the contract/bid. This Agreement will become effective when signed by all parties.

**AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:**

**Company name of awarded vendor**

**Official name of assigned or added company**

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**North East Independent School District**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_