

FLORIDA ATLANTIC UNIVERSITY

1. **Incorporation by Reference.** The Florida Atlantic University Board of Trustees (“FAU”) and the undersigned contractor (“Contractor”) hereby incorporate this Supplemental Addendum – Collaboration (“Addendum”) into the agreement/understanding between FAU and Contractor (the “Agreement”).

2. **Consideration.** The Agreement does not necessarily anticipate any present exchange of monies between the parties or guarantee specific funding. However, FAU’s performance and obligation to pay is contingent upon the legislature’s annual appropriation. Future joint projects will require a separate contract. Each party shall continue to provide salaries, benefits, and travel costs of employees during such time as they are involved in planning collaborative activities in accordance with its standard policies and as budgetary considerations permit.

3. **Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Neither party is authorized to bind the other party to any contracts or other obligations. FAU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

4. **Assumption of Risk.** Each party assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Contractor or otherwise acting or engaged to act at the instance of Contractor in furtherance Contractor’s obligations.

5. **Confidentiality.** To the extent Contractor has access to FAU or personally identifiable information (e.g., financial, business, strategic, health or student records), Contractor agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill Contractor’s obligations under the Agreement or as otherwise required by law.

6. **Public Records.** FAU is subject to Chapter 119 of Florida Statutes, known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality obligations which may be outlined in the Agreement. Contractor shall comply with all applicable requirements of the Public Records Laws, particularly if Contractor is a “Contractor” as defined under § 119.0701, F.S. FAU may unilaterally cancel the Agreement for Contractor’s refusal to allow public access to public records related to the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, publicrecords@fau.edu, DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.

7. **Indemnity.** Nothing in the Agreement shall be construed as FAU’s waiver of sovereign immunity nor as an indemnification of Contractor, and then such indemnification is limited to the extent permitted by § 768.28, F.S.

8. **Compliance.** Each party agrees to abide by all applicable federal, state and local laws, ordinances and regulations and all applicable FAU regulations and policies, specifically including but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required related to its collection and/or receipt of any such information. Contractor certifies its compliance

with § 889 of the McCain Defense Authorization Act (covered telecommunications equipment), and §448.095, F.S. (E-Verify system), to the extent they are applicable.

9. **Non-Discrimination.** The parties agree not to discriminate against any employee, student or applicant because of sex, race, religion, color, handicap or national origin. Contractor warrants and represents that it shall have all applicable permits, licenses, consents, and approvals necessary, if any are required, to perform under the Agreement.

10. **Publicity.** Contractor shall not make any announcements relating to the Agreement, nor shall Contractor use FAU’s name, trademarks, logos or marks, without the prior written approval from FAU’s Office of Brand Development, Licensing & Marketing in each instance.

11. **Insurance.** FAU, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FAU. Contractor shall have and maintain the types and amounts of insurance that, at minimum, will cover Contractor’s (or subcontractor’s) exposure under the Agreement.

12. **Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida. FAU is entitled to the benefits of sovereign immunity.

13. **Termination.** Upon giving at least thirty (30) days’ written notice to the other party, either party may terminate the Agreement, at any time, with no further obligation.

14. **Deletion.** Any terms in the Agreement related to the following are null and void and hereby deleted in their entirety: (a) grants of exclusivity by FAU; (b) restrictions on the hiring of Contractor’s employees; (c) non-compete provisions; (d) waiver of notices, hearings, or jury trials; (e) limitation of FAU’s time to bring suit or make a claim; (f) granting Contractor audit rights; (g) indemnification of Contractor by FAU; (h) personal guaranties or liability; (i) arbitration or mediation clauses; (j); FAU’s tort liability; (j) that FAU performs reporting functions and/or certain operations; (k) attorneys’ or collection fees provisions; (l) auto-renewal of the Agreement; and (m) unilateral modification of the Agreement or any supplemental terms/policies (e.g., a Privacy Policy).

15. **Entire Agreement.** In the event of inconsistency between the Agreement and this Addendum, this Addendum will govern. The Agreement and this Addendum embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between FAU and Contractor other than are set forth. Any renewals, amendments, or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement.

16. **Signatures.** The parties represent that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Contractor. The Agreement may be signed electronically and shall be considered signed if/when a party’s signature is delivered by facsimile or e-mail transmission of a “.pdf” format date file, including via DocuSign. Such signature shall be treated in all respects as having the same force and effect as an original signature.

By signing below, Contractor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

Contractor: _____
By: _____
Name: _____
Title: _____
Date: _____
Address: _____