

FLORIDA ATLANTIC UNIVERSITY

1. **Incorporation by Reference.** The Florida Atlantic University Board of Trustees (“FAU”) and the undersigned party (“Vendor”) hereby incorporate this Supplemental Addendum – CRITICAL TERMS (the “Addendum”) into the agreement of even date herewith between FAU and Vendor (the “Agreement”).

2. **Payment.** Vendor shall submit bills for compensation in sufficient detail. If FAU does not issue payment within forty (40) days of receipt of a proper, detailed invoice, FAU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S. FAU will be responsible for paying only for any goods/services it receives. Vendors experiencing payment problems may contact the Vendor Ombudsman at (561) 297-3693. FAU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. FAU shall not be responsible to pay collections or attorneys’ fees. FAU will be responsible for paying only for any goods/services it receives. FAU’s performance and obligation to pay is contingent upon the legislature’s annual appropriation. FAU shall not make any deposits or pre-pay any amounts; any deposits are refundable.

3. **Relationship of the Parties.** The parties are independent contractors and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor is not authorized to bind FAU to any contracts or other obligations. FAU is not liable for the acts of third parties. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.).

4. **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 provision outlined in the Agreement. Pursuant to § 287.058(1)(c), F.S., FAU may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to public records related to the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR 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.

5. **Compliance.** Vendor agrees to abide by all applicable federal, state, local and FAU laws, ordinances, regulations, rules and policies. Vendor warrants and represents that it shall have all applicable permits, licenses, consents, and approvals necessary to perform under the Agreement. Specifically, Vendor certifies its compliance with Section 889 of the McCain National

Defense Authorization Act (prohibition against use of covered telecommunications equipment), and §448.095, F.S. (Vendor’s use of the E-Verify system).

6. **Conflicts.** Vendor certifies that to the best of its knowledge no individual employed by it or subcontracted by it has an immediate relation to any employee of FAU who was directly or indirectly involved in the procurement of the services. Violation of this section shall be grounds for cancellation of the Agreement by FAU per § 112.3185, F.S. FAU shall consider the employment by any vendor of unauthorized aliens a violation of the Immigration and Naturalization Act.

7. **Governing Law.** The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. FAU is entitled to the benefits of sovereign immunity. Any requirements in the Agreement on FAU to mediate or arbitrate, to indemnify Vendor, or which function as a waiver of any of FAU’s rights (including its sovereign immunity), are null and void.

8. **Breach.** Each term and condition of the Agreement is material and any breach or default by Vendor shall be a material breach of the entire Agreement for which FAU shall have the right to terminate the Agreement upon notice to Vendor and without termination penalty.

9. **Entire Agreement.** In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum will govern. This Addendum and the Agreement 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 Vendor other than are set forth. Any renewals, amendments, alterations or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement. The Agreement shall not auto-renew and must be upon the written agreement of the parties.

10. **Signatures.** The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. 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, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: _____

By: _____

Name: _____

Title: _____

Date: _____