**AMENDMENT FORM**

**THIS** **AMENDMENT #\_\_\_\_ OF THE AGREEMENT** (the “Amendment”) is made and entered into on the last date signed below, by and between **THE** **FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES** (“FAU”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Contractor”).

**WHEREAS**, FAU and Contractor entered into that certain agreement dated \_\_\_\_\_\_\_\_\_\_\_\_, as it may have been renewed and/or amended (collectively, the “Agreement”); and

**WHEREAS**, the parties desire to amend the Agreement, as set forth below.

**NOW THEREFORE**, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**WITNESSETH**

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Effective Date.** The Effective Date of this Amendment *(choose one)*:

[ ]  is the date this Amendment is signed.

[ ]  is a specific date in the past/future: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Amendment(s).** The parties agree to modify the Agreement, as follows:
2. **Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.
3. **Conflict**. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
4. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.
5. **Compliance with Laws**. In the performance of the Agreement, Contractor shall, at its own expense, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor has and will at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.
6. **Public Records**. 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.: (a) Keep and maintain public records required by FAU to perform the service; (b) Upon request by FAU, provide the public with access to public records on the same terms and conditions that FAU would provide the records and at a cost that does not exceed the cost provided in the public records laws, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to FAU all public records in possession of Contractor upon termination of the Agreement (or upon request by FAU) and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to FAU in a format that is compatible with FAU’s information technology systems. FAU may unilaterally cancel the Agreement for Contractor’s refusal to allow public access to all public records that were made or received in conjunction with 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.**
7. **No counterparts; Signatures.** This Amendment may not be executed in counterparts. This Amendment may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Amendment electronically has the authority to do so and that such electronic signature shall be sufficient to bind Contractor. This Amendment 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 via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**The duly authorized representatives of the parties have affixed their signatures as of dates set forth below**

|  |
| --- |
| FOR THE **CONTRACTOR:** |
|  |
| BY: |  |
| NAME: |  |
| TITLE: |  |
| DATE: |  |
|  |
| FOR **FAU**: |
| **THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES** |
| BY: |  |
| NAME: |  |
| TITLE: |  |
| DATE:  |  |