**ADDENDUM TO THE AGREEMENT**

**E-VERIFY**

**THIS** **ADDENDUM #\_\_\_\_ TO THE AGREEMENT** (the “Addendum”) 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 supplement 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. **E-Verify.** Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Contractor 's employees hired by the Contractor during the term of this Agreement and/or while performing work or providing services for FAU. Contractor shall require that all subcontractors performing work or providing services on behalf of Contractor for FAU also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Contractor shall require for the subcontractor to provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement. FAU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision and may pursue all remedies available under Florida law.
3. **Conflict; Capitalization**. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.
4. **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.
5. **No counterparts; Signatures.** This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy for all purposes. Contractor warrants and represents that the signatory has the requisite authority to bind Contractor to the terms hereof.

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

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