IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF Revised March 2021

2. Background. Section 1002.32(2) of the Florida Statutes established the public schools of the School District which includes A.D. Henderson University School, Palm Pointe Educational Research School, and FAU High School, as Developmental Research (Laboratory) Schools (individually and collectively, the “School(s)”.) The School District is organized as a department of FAU’s College of Education as a vehicle for the coordination of research, training, student development, teaching and learning and is the 72nd school district under the Florida Department of Education.

3. Background Checks. All Vendor employees who are permitted access to the School when students are present, who handle student records on behalf of the School, or directly or indirectly, have access to personally identifiable information must undergo level 2 screening, as set forth in § 1012.32, F.S., including fingerprinting, at the sole cost of Vendor. Vendor warrants that no Vendor employee who meets the above conditions and who has been convicted or is under investigation for a crime per § 435.04, F.S., will be permitted access.

4. Payment. Vendor shall submit all invoices with a complete and accurate description of goods or services furnished to FAU. Invoices shall be due 30 days after the invoice date. Invoices exceeding $2,500 must be submitted in a separate and distinct payment. A 1% service charge will be added to invoices that are not paid in accordance with these provisions. Invoices must be paid in United States dollars. FAU reserves the right to withhold payment until it receives a completed W-9 or W-8 from the vendor. Invoices not reflecting the business operations under the Agreement are not payable and shall be returned to the Vendor for correction.

5. Relationship of the Parties. Each party is an independent contractor and nothing in the Agreement shall be construed as a waiver of FAU’s or Vendor’s rights as independent contractors, respectively. Vendor agrees to indemnify, hold harmless, and defend FAU from any and all liability, claims, actions, suits, causes of action, arbitration or other alternative methods of proceeding, mediation or any other dispute resolution, or from any expenses, costs, and/or expenses for which compensation is sought. FAU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., for invoices that are not paid in accordance with the Agreement or which are returned due to non-payment.

6. Notice to Vendor. The Agreement may be terminated by either party, without notice to the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor is not authorized to bind FAU to any contracts or other obligations.

7. Assignment. Each party may assign all or any part of its rights and property attributable to the willful or negligent acts or omissions of its own employees, or by its directors, officers, partners, and agents. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontractor, independent contractor, or agent of Vendor who renders services pursuant to the Agreement or engaged to act at the instance of Vendor in furtherance of Vendor’s obligations under the Agreement.

8. Public Records. FAU is subject to Chapter 119 of Florida Statutes, the Public Records Law. The Agreement, this Addendum, and all related documents, public records, public record subject to the Public Records Laws, regardless of any confidentiality terms in the Agreement. FAU may respond to public records requests without providing Vendor any notice. Pursuant to § 287.058(3)(c), F.S., FAU may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to public records related to the Agreement. Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a “Contractor” as defined under § 119.0701, F.S. This Provision shall survive the expiration or termination of the Agreement.

9. Confidentiality. Vendor acknowledges that all documents, materials, and information furnished to or learned by Vendor in connection with the Agreement (the “Information”) are confidential, proprietary, and the sole property of FAU. Vendor shall disclose Information to third parties unless it obtains FAU’s prior written consent or compelled by law.

10. Public Records. FAU may be contacted by the State of Florida, the Florida Office of General Counsel, the Florida Attorney General, the Inspector General, or any other party having authority under the Public Records Laws, or any party that is attempting to enforce the provisions of the Information. A certification that an agreement has not been entered into shall be sufficient to bind FAU. However, the provisions in the Agreement are null and void.

11. Financial. If FAU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, then FAU agrees to implement all requirements of such federal agreement or funds and the Project Manual and the standards and cost containment guidelines set forth therein.

12. Warranties. Vendor warrants that the goods, products and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement. Vendor further represents and warrants that all and any related systems, documentation and services related thereto furnished to FAU will not infringe upon any patent, copyright, trademark, trade secret, or any other proprietary right of any third party, and that Vendor is not authorized to bind FAU to any contracts or other obligations.

13. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor 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.

14. Insurance. As a public body corporate, vendors and representatives that is responsible for funding liability, insurance, with said protection being applicable to employees, officers, agents, and contractors, and any third parties that are acting within the scope of their employment by FAU. Any provision requiring FAU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor or its subcontractor’s exposure under the Agreement.

15. Force Majeure. In the event the parties are prevented from performing their respective obligations due to causes beyond their reasonable control, including, but not limited to, an act of war, catastrophe, economic or political conditions in the area of the damage or delay, or any other condition beyond the reasonable control of the party, the performance of either party shall be extended by a period of time equal to that of the delay or extension of time provided for by the other party.

16. Third Parties. 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.

17. Governing Law. The Agreement is governed by the laws of the State of Florida, without regard 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 full benefits of sovereign immunity.

18. Security Interests, Liens & Permitting. The parties acknowledge that the State of Florida does not permit vendors to retain security interests in state property or liens on state lands and that such security interests, liens, or permits shall be null and void. The Agreement is governed by the laws of the State of Florida, without regard 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 full benefits of sovereign immunity.

19. Travel Expenses. If FAU is responsible for reimbursing Vendor for travel expense pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. Vendor agrees not to request reimbursement for expenses related to travel for which FAU preapproves such expenses in writing. FAU has the right to make travel arrangements for Vendor.

20. Conflicts. Vendor certifies that to the best of its knowledge no individual employed by it or under contract or subcontract, including its agents, officers, employees, and contractors, will have knowledge thereof. If Vendor is making any payment to FAU, Vendor shall pay timely and not be late due the Agreement. Vendor is not authorized to bind FAU to any contracts or other obligations.

21. Termination. Upon giving at least thirty (30) days’ written notice to Vendor, FAU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FAU may not be liable for any early termination charges.

22. 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 immediately. Each of the parties is an independent contractor and nothing in the Agreement are null and void.

23. Records. Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FAU or an authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

24. Notices. All notices required to be given to FAU under the Agreement shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431.

25. Delegation. 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 Vendor’s employees; (c) non-compete provisions; (d) waiver of notices, hearings, or jury trials; (e) limitation of time to bring suit; (f) limitations on the achievement of any rights granted to Vendor by the Agreement; (g) granting Vendor audit rights; (h) attorney’s fees; (i) unfair collection fees provisions; (j) arbitration or mediation clauses; (k) FAU’s tort liability; (l) indemnification of Vendor by FAU; (m) personal guarantees or liability of the FAU by the Vendor; (n) joint and several liability or the Vendor by the FAU; (o) limitations of the Agreement; (p) limitations of the Agreement in their entirety.

26. Assignment. Vendor may not, without the advance written approval of FAU, not be unreasonable to the due process of termination. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor 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. The rights and obligations of the Vendor and FAU under the Agreement made without FAU’s prior written approval shall, to the extent permitted by law, be for the benefit of and to the use of FAU and the Vendor. Any provision requiring FAU to provide or acquire insurance coverage other than such self-insurance shall not be effective.

27. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, 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 therein. Any renewals, amendments, alterations, or modifications of the Agreement shall be in writing. The Agreement shall not auto-renew and must be written upon the agreement of the parties.

28. Signature. 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 data file, including via DocSign. Such signature shall be treated in all respects as having the same force and effect as an original signature.