1. Incorporation by Reference. The Florida Atlantic University Board of Trustees (“FAU”) and the undersigned party ("Vendor") hereby incorporate this Supplemental Addendum - General (the "Addendum") into the Agreement signed by both parties on [DATE], whereby FAU shall fund the Agreement for the purpose set forth in the Agreement (the "Agreement") and all FAU policies, specifically including without limitation those pertaining to the privacy of student records, information, and/or intellectual property, as well as FAU's internal policies and any applicable state, federal, and/or local laws and regulations. FAU shall pay to Vendor the amount set forth in the Agreement. FAU reserves the right to make travel arrangements for Vendor.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail to FAU within forty (40) days of receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services, or both, as provided in accordance with Section 5.1 – Prompt Payment. FAU shall pay the amount set forth in the Agreement. FAU may deduct from FAU's payment any amounts resulting from collection of any claims by FAU, including attorneys’ fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted in, or be related to the FAU’s EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of any such fees.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall constitute the parties as a partnership or joint venture. Each party shall act as a separate entity for all purposes and shall be responsible for its own acts and omissions. The parties shall not be liable for the acts or omissions of the other party.

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. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.).

5. Indemnity. Vendor agrees to indemnify, defend, and hold harmless the State of Florida, the Florida Atlantic University Board of Trustees, its Board Officers, Trustees, and all FAU's Trustees, officers, agents, contractors, subcontractors, employees, agents and/or any of the State of Florida's representatives or assigns, from any and all claims, actions, liabilities, losses, costs, expenses, including attorneys’ fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted in, or be related to the FAU’s EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of any such fees.

6. Public Records Act. If Vendor is providing any on-site service that requires local presence, Vendor shall provide public records related to the agreement. FAU shall comply with applicable requirements of the Agreement, Public Records Laws, and any applicable laws and regulations including without limitation those pertaining to the privacy of student records, information, and/or intellectual property, as well as FAU's internal policies and any applicable state, federal, and/or local laws and regulations.

7. Warranties. FAU 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 respects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement. Vendor shall be further responsible for the operation of the business under the Agreement.

8. Compliance. Vendor agrees to abide by all applicable federal, state, and local laws, ordinances, and regulations and all FAU regulations and policies, specifically including without limitation those pertaining to the privacy of students, information, and/or intellectual property, as well as FAU's internal policies and any applicable state, federal, and/or local laws and regulations.

9. Federal laws. 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 purposes and/or requirements of such federal agreement, the terms and conditions of the Agreement shall be subject to federal laws and regulations.

10. Insurance. FAU, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being available to officers, employees, servants, and agents while 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’s (or subcontractor’s) employees while acting within the scope of their employment by FAU. Any provision requiring FAU to provide coverage beyond the scope of Vendor’s policies (except for workers’ compensation & professional liability). All policies shall be in form and with deductible limits reasonably satisfactory to FAU, with insurance companies authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FAU prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FAU thirty (30) days’ written notice prior to the effective date of cancellation. All insurance policies and certificates shall contain a provision that all payments, advances, and/or receipt of any such information. In the event FAU shares with or provides access to Vendor or FAU's EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of any such fees.

11. Security. FAU agrees to indemnify, hold free and harmless, and defend the State of Florida, the Florida Atlantic University Board of Trustees, its Board Officers, Trustees, and all FAU’s Trustees, officers, agents, contractors, subcontractors, employees, agents and/or any of the State of Florida’s representatives or assigns, from any and all claims, actions, liabilities, losses, costs, expenses, including attorneys’ fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted in, or be related to the FAU’s EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of any such fees.

12. By: Name: Title: Date: