1. Incorporation by Reference: The Florida Atlantic University Board of Trustees (“FAU”) and the designated party (“Vendor”) hereby incorporate this Supplemental Addendum – General, Zero Dollar (the “Addendum”) into the agreement between FAU and Vendor (the “Agreement”).

2. Payment: FAU is not obligated to pay anything to the Vendor.

3. Appropriations. FAU’s performance and obligation to pay is contingent upon the legislature’s annual appropriations and will be based on the availability of funds when FAU has knowledge thereof. If Vendor is making any on-site service that requires local permitting, FAU shall be the permitting authority. Vendor agrees to provide or acquire insurance coverage other than such self-insurance shall not be effective. FAU is entitled to the full benefits of sovereign immunity.

4. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall be construed to create or imply an agency, joint venture, partnership, or any other form of partnership or joint venture, employment relationship, or any fiduciary relationship of Vendor with FAU, its employees, and other agents. Vendor represents and warrants that it is not on the Convicted Vendor List maintained in FAU’s Federally Funded Projects Addendum, a copy of which shall be provided to the Vendor upon request. Any provision requiring FAU to become a public record subject to the Public Records Laws, regardless of any confidentiality requirements due to causes beyond its reasonable control, including, but not limited to, an act of war, catastrophic natural event, pandemic or epidemic, restrictions promulgated by an applicable state, federal or governing agency, or act of God, FAU may terminate the Agreement without further obligation or penalty.

5. Annual Appropriation; FAU may terminate the Agreement at any time, with no further obligation to Vendor, other than to pay for any goods or services that were delivered or performed prior to the effective date of termination. FAU shall not be liable for any early termination charges.

6. In the event FAU shares with or provides access to Vendor of any protected health information the Agreement, and hereby executes this Addendum as of the date set forth below. 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: 

Name: 

Title: 

Date: 

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SUPPLEMENTAL ADDENDUM – GENERAL; ZERO DOLLAR