

Florida International University
SUPPLEMENTAL ADDENDUM
(General)

1. Incorporation by Reference. This Supplemental Addendum (“Addendum”) is incorporated in the Agreement. If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU’s performance and obligation to pay under the Agreement is contingent upon the legislature’s annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” Upon receipt of goods or services, FIU has five (5) business days to inspect and approve the goods or services, unless Agreement specifies a greater period of time. If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101.

3. Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU’s name, trademarks, logos, or marks without FIU’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of Vendor’s subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under the Agreement.

4. Confidentiality of Information. If Vendor is exposed to FIU’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and FIU will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.

5. Indemnification/Copyright and Intellectual Property. If Vendor uses copyrighted materials or documents not owned by FIU (“Copyrighted Materials”) in Vendor’s performance of the Agreement, Vendor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Vendor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by a settlement or final judgment of a court that is based on a claim that FIU’s use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement and Vendor’s liability for the above is not limited by any limitation of liability clauses in the Agreement.

6. General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties’ successors and assigns. C. Renewals of this Agreement are not automatic. D. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Vendor’s employees or grants of exclusivity to Vendor are null and void. E. FIU is self-insured, and will provide its Certificate of Insurance upon request; FIU is not required to obtain additional insurance for this Agreement. F. If FIU is specifically responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, such expenses shall only be paid to the extent permitted by Fla. Stat. §112.061. G. If Vendor is providing software, FIU may create and retain a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after this Agreement is terminated. H. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.

7. Termination. FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.

The duly authorized representatives of the parties execute this Supplemental Addendum.

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

VENDOR: _____

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

Date

Date