

Florida International University
SUPPLEMENTAL ADDENDUM
(Library Subscriptions)

1. Incorporation by Reference. This Supplemental Addendum (“Addendum”) is incorporated in the Agreement (“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 goods, 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.” If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay 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 Accounts Payable at (305) 348-3889. FIU may make payments to Vendor via the University’s EFT/ACH payment process. Vendor shall provide the necessary information to FIU upon request.
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)).
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 own expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and/or 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. Compliance with Laws. In the performance of this Agreement, Vendor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times during the Term maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.
7. Section 889 Compliance Certification. Vendor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
8. E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor 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 new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a

copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.

9. 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. Renewals of this Agreement are not automatic; however, if FIU pays the renewal fee prior to the expiration of the current term, the Agreement shall be deemed as renewed.

C. 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.

D. 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 state courts in Miami-Dade County, Florida.

E. 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.

10. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

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

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

VENDOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____