1. Incor poration by Reference. The Florida International University Board of Trustees (“FIU”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the agreement between FIU and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment Terms. Any disputes concerning purchase orders and/or invoices will be settled in accordance with the Agreement terms. Any exceptions to the Agreement terms shall be recorded in writing and delivered to FIU by Vendor within fifteen (15) days of receipt of a notice from FIU.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall be construed to assign any of the rights or obligations of any party to the other party.

4. Information. Vendor acknowledges that all documents, materials and information furnished to FIU by Vendor or its affiliates in connection with the Agreement shall be proprietary to FIU and shall remain at all times proprietary and the sole property of FIU. Vendor shall disclose Information to third parties unless it obtains FIU’s prior written consent. FIU shall be subject to Chapter 119 of the Florida Statutes, the Public Records Laws and the Freedom of Information Act, or any analogous or successor statute, and any related documents and/or correspondence shall also become a public record subject to the Public Records Laws, regardless of any confidentiality provision outlined in the Agreement. FIU may request public records without providing any Vendor notice. However, in the event that FIU requests Information, Vendor shall provide copies of any Information to the Public Records Laws and is clearly marked as confidential, FIU will redact such information from release, unless otherwise authorized in writing by Vendor. FIU may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to public records related to the Agreement.

5. Indemnity. Vendor will indemnify, defend and hold harmless FIU, the Florida Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, agents and contractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor’s obligations.

b. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU’s name, trademarks, logos or marks, without the prior written approval from FIU’s External Relations department in each instance.

c. Insurance. FIU, as a public body corporate entity, warrants and represents that it is self-funded for all liability protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall maintain the required coverage, and any other insurance actually carried by Vendor. Vendor shall provide proof of insurance coverage as required by FIU. If FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.

d. Third Parties. FIU 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.

e. 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 Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity.

f. Travel Expenses. If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted in Vendor in accordance with §111.061, F.S. and §119.0806, Florida Travel Expense Policy.

g. Lobbying. Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, agency, committee, or department of the executive branch or the judicial branch of state government.

h. Publicity. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at least thirty (30) days’ written notice to FIU, FIU may terminate the Agreement, at any time, without any other obligation to Vendor, other than to pay for any goods or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.

j. 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. FIU or its 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.

k. Delegation. Vendor’s liability; (h) that FIU performs reporting functions and/or maintains certain types of records or information; (i) Granting Vendor any right to audit FIU; (j) Attorneys’ or collection fees provi-

l. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor’s employees; (c) FIU’s responsibility to hold Vendor’s operations if/when a party’s signature is delivered by facsimile or e-mail transmission of a party’s signature is delivered by facsimile or e-mail transmission of

m. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of FIU, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delega-

n. No counterparts; Signatures. The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. 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. This Agreement shall be considered signed if/when a party’s signature is delivered by facsimile or e-mail transmission of a “pdf” for mail date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

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:

By: __________________________

Name: _______________________

Title: _______________________

Date: _______________________

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Revised November 2017