

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU" and the undersigned party ("Vendor") hereby incorporate this Supplemental Addendum (the "Addendum") into the agreement between FAU and Vendor (the "Agreement").
 2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. Each bill or invoice must clearly identify the goods, services, and expenses for which compensation is sought. FAU shall make payment in accordance with FAU Policy 5.1 – Prompt Payment. If FAU does not issue payment 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 the terms and conditions of the Agreement, FAU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S. Invoices which have been returned because of vendor preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to FAU. Vendors experiencing payment problems may contact FAU's Vendor Ombudsman at (561) 297-3693. FAU requires Vendor to accept payments via FAU's EFT/ACH payment process. FAU is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FAU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FAU shall not make any deposits or prepay any amounts; deposits are refundable. Vendor must supply FAU with a complete vendor application. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation. FAU will give notice to Vendor of the non-availability of funds when FAU has knowledge thereof. If Vendor is making any payment to FAU, Vendor shall pay timely and not offset any amounts.
 3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor is not authorized to bind FAU to any contracts or other obligations.
 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 also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor's obligations under the Agreement.
 5. Confidentiality. Vendor acknowledges that all documents, materials, and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are confidential, proprietary, and the sole property of FAU. Vendor shall not disclose Information to third parties unless it obtains FAU's prior written consent or compelled by law.
 6. Public Records. FAU is subject to Chapter 119 of Florida Statutes, the Public Records Laws. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Laws, regardless of any confidentiality in the Agreement. FAU may respond to public records requests without providing Vendor any information pursuant to § 287.058(1)(c), F.S. FAU may unilaterally cancel the Agreement for Vendor's refusal to allow public access to public records related to the Agreement. Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement.
- IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, publicrecords@fau.edu, DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.**
7. Indemnity. Vendor agrees to indemnify, hold free and harmless, and defend the State of Florida, the Board of Trustees, Florida Atlantic University and their officers, trustees, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including attorneys' fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature of Vendor or its officers, employees, agents and contractors, in connection with the Agreement, specifically including claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. Nothing in the Agreement shall be construed as a waiver of FAU's sovereign immunity nor as an indemnification of Vendor by FAU, and then such indemnification is limited to the extent permitted by § 768.28, F.S.
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