

FLORIDA ATLANTIC UNIVERSITY

1. **Incorporation by Reference.** The Florida Atlantic University Board of Trustees ("FAU") and the undersigned 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 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.
4. **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.
5. **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 Vendor's obligations under the Agreement.
6. **Confidentiality.** Vendor acknowledges that all documents, materials, and information furnished to or learned by Vendor in connection with the Agreement (the "Information") are confidential,

10. Federal f101.3 (101 (e)4.1h) TJ [(se)3.5 (r)3.7 (va)12.1 (n)8.3 (ts),6.1 (a)12.1 (nd)]TJ 0 Tc 0 Tw 39.744 0 Td ()Tj 0.004 Tc -0.004 Tw -39.744 - TJ 0.004 Tc 0.045 Tw -22.598 -1.154 Td [