

FLORIDA ATLANTIC UNIVERSITY

**1. Incorporation by Reference.** The Florida Atlantic University Board of Trustees and the Agency, on behalf of the Florida Atlantic University, and the Agency, on behalf of the Agency, hereby agree to the terms and conditions of the Agreement, including without limitation the performance of the obligations of the Agency, and Agency experiences payment problems, it may contact FAU's Vendor Ombudsman at (561) 297-3693.

**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. Each party represents that it is not on the Convicted Vendor List (see § 287.133, F.S.). Neither party is authorized to bind the other to any contracts or other obligations.

**4. Confidentiality.** To the extent that either party has access to the other's information (e.g., financial, business, strategic, health or student records), such party agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill such party's obligations under the Agreement or as otherwise required by law, rule, regulation or court order.

**5. Public Records.** Each party is subject to Chapter 119 of the Florida Statutes, known as the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law. Each party may unilaterally cancel the Agreement for the other party's refusal to allow public access to public records related to the Agreement. Additionally, each party shall comply with all applicable requirements of the Public Records Laws, particularly if Agency is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement.

**IF AGENCY HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS, AGENCY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, [publicrecords@fau.edu](mailto:publicrecords@fau.edu), DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.**

**6. Indemnity.** Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, F.S., subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, F.S..

**11. Travel Expenses.** If either party is responsible for reimbursing the other for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Agency in accordance with, § 112.061, F.S.

**12. Termination.** Upon giving at least thirty (30) days' written notice to Agency, either party may terminate the Agreement, at any time, with no further obligation to the other party, other than to pay for any goods received or services rendered in