This Addendum (“Addendum”) is entered into by and between The District Board of Trustees, Florida SouthWestern State College (“College”), and Service ProviderClick or tap here to enter text., (“Service Provider”), (collectively, the “Parties”). This Addendum modifies and supplements the terms of the Agreement Click or tap here to enter text. (the “Agreement”) as set forth below and shall be executed concurrently with the Agreement to be effective as of the same date.

* 1. **Amendments to the Agreement.** The Service Provider reserves the right to amend the terms of the Agreement at any time by providing notice of such amendments through the Service Provider’s designated platform or method of communication. Notwithstanding the foregoing, no such amendments shall affect any provisions set forth in this addendum unless expressly agreed to in writing by the Parties.
  2. **Governing Law and Dispute Resolution.** The Agreement, as amended by this Addendum, shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. Any claims, disputes, or controversies arising out of or related to this Agreement shall be adjudicated exclusively in the state or federal courts located in Lee County, Florida. The Parties hereby consent to the personal jurisdiction of such courts for the resolution of any such disputes.
  3. **Indemnification.** To the maximum extent permitted by applicable law, and without expanding or increasing the waiver of sovereign immunity provided in s. 768.28 Florida Statutes and subject strictly to the financial limits stated therein, the College agrees to indemnify and hold harmless the Service Provider from any and all claims, liabilities, and causes of action arising out of the negligence, error, omission, or intentional acts of assigned students. The College shall not indemnify Service Provider for Service Provider’s own negligence, errors, or omissions or intentional acts of its agents, officers, servants, or employees.
  4. **Trademark Use (if applicable).** If this Agreement includes provisions for the use of the College’s trademarks, name, logos, or service marks (collectively, the “Marks”), the Service Provider is granted a limited, non-exclusive, non-transferable right to use the Trademarks solely for the purposes explicitly outlined within the Agreement. Such use shall be in strict compliance with the College’s Operating Procedures and subject to prior written approval by the college. Upon termination or expiration of this Agreement, the Service Provider’s right to use the Marks shall immediately cease, unless otherwise expressly agreed to in writing by the parties. If the Agreement does not address the use of the College’s Marks, this clause shall not apply.
  5. **FERPA Compliance.** Notwithstanding an agreement to the contrary, Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)). 34 CFR § 99.33 (a)(2) states that officers, employees, and agents of a party that receives education record information from the College may use the information, but only for the purposes for which the disclosure was made.
  6. **Term.** The terms of this Agreement, as amended by this Addendum, shall commence on the date specified in the applicable purchase order, statement of work, or any other similar contractual instrument used to acquire the services outlined in the Agreement, and shall continue for the period specified therein, unless earlier terminated as provided in this Agreement. The term may only be extended for successive one (1) year renewal periods upon the mutual written consent of the parties, which consent must be obtained prior to the expiration of the then-current term.

1. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.
2. The parties agree that, except for the terms contained in this Addendum, the terms of the existing Agreement shall govern the parties’ respective duties.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Addendum concurrently with the Agreement, to be effective as of the same date.

Service ProviderClick or tap here to enter text.

By: Name:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

District Board of Trustees, Florida SouthWestern State College, Florida

By:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Jason Dudley

as its: Vice President IT & Digital Strategies/Chief lnformation Officer