



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept a non-standard agreement with Burlington English, Inc. for software subscriptions for the ESOL students of the Adult and Community Education program for FY2024-2025.**

**Estimated Contract Spend Amount: \$9,984.00, Estimated Cumulative Amount: \$0.00, Estimated Contract Revenue: \$0.00 Funding Source: Federal funds FD200**

**Presenter(s): Steven Tinsley, Vice President of Workforce Education and Strategic Partnerships**

**1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space.** Broward College entered into a grant contract agreement with the Florida Department of Education under the Adult Education and Family Literacy Act (AEFLA), Adult General Education program. This grant supports the delivery of Adult Basic Education (ABE) and English for Speakers of Other Languages (ESOL) programs to residents of Broward County.

To fulfill the grant's objectives, the college requires Burlington English software subscriptions to facilitate ESOL instruction and enhance program delivery. Revising Burlington English's terms and conditions is necessary to align institutional policies, ensuring compliance with procurement standards and the appropriate use of grant funds, and essential to secure the software resources needed for program success.

**2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.**

Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

**3. Describe business rationale for the purchase and how it was procured.**

**(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated.** Yes. Students will have access to digital course material and gain English language skills to achieve self-sufficiency to enter the workplace.

**(B) How does the purchase support the Strategic Business Plan.** 1. Guarantee access to higher education and 2. Empower student development. ESOL students will gain the English language and life skills needed to pursue higher education, industry certificate programs, and employment and to achieve self-sufficiency.

**(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation.** Not applicable.

**(D) If a competitive solicitation process was conducted by the College, describe the process.** Not applicable.

**This Executive Summary is approved by:**

**Steven Tinsley**

**Vice President of Workforce Education and Strategic Partnerships**



## BurlingtonEnglish Sales Proposal Broward College - Adult Education

Attn: **Jocelyn Martinez**  
Title: **Program Director**  
Phone: **(954) 201-3714**  
Email: **jmartine@broward.edu**

Address: **111 E Las Olas Blvd.**  
**Fort Lauderdale, Florida 33301**  
**United States**

| ITEM DESCRIPTION  | QUANTITY           | PRICE PER ITEM | TOTAL              |
|---|--------------------|----------------|--------------------|
| BurlingtonEnglish Seats   | <b>104</b>         | <b>96.00</b>   | <b>\$ 9,984.00</b> |
| Additional seats may be purchased as needed throughout the duration of this time period.                                |                    |                | \$ 0.00            |
| Seats are personal for each student but may be transferred to a new student upon a students departure from the program. |                    |                | \$ 0.00            |
|   |                    |                | \$ 0.00            |
|   |                    |                | \$ 0.00            |
| Terms and conditions in accordance with the provisions of terms of use attached hereto.                                 | <b>TOTAL</b>       |                | <b>\$ 9,984.00</b> |
|   | Sales Tax          | %              | \$ 0.00            |
|   | Shipping           |                | \$                 |
|   | <b>GRAND TOTAL</b> |                | <b>\$ 9,984.00</b> |

### Each annual BurlingtonEnglish Seat includes access to:

- **Burlington Core** – Basics, Low Beginners, High Beginners, Low Intermediate, High Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- **English in America** – Beginners, Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, and Progress.
- **Career Exploration & Soft Skills** – Beginners, Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- **English for Specific Careers** – Includes Wordlists for Specific Careers, Soft Skills for Specific Careers, and Courses for Specific Careers. Wordlists for Specific Careers include the following components: Vocabulary Practice and Progress. Soft Skills and Courses for Specific Careers include the following components: Course Planner, Worksheets, Student Lessons, Vocabulary Practice, and Progress.
- **Burlington Grammar** – Beginners, Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, and Progress.
- **Exam Preparation** – Prepare for CASAS including In-Class Lessons, Lesson Practice, and Test Practice.
- **Digital Literacy** – Using Your Computer, including Course & Lesson Planner, In-Class Lessons, Student Lessons, and Progress.
- **BurlingtonEnglish Digital Readers Library.**
- Free access to Burlington's **Virtual Class Scheduler**
- Free teacher's material
- Free Administration Zone – for student and faculty management
- Free initial teacher/administration training and ongoing professional development
- Free ongoing technical support
- Unlimited access to Burlington's online on-demand and virtual training sessions
- Free data collection and reports for accountability
- Free software updates

**Additional seats may be purchased as needed throughout the duration of this time period. Terms and conditions in accordance with the provisions of the Terms of Use attached hereto.**

Activation date for the above BurlingtonEnglish Seats: **01/31/2025**

**This proposal is valid until: 03/04/2025**

For more information: Lauren Abraham Lauren.A@BurlingtonEnglish.com (561) 430-1074  
Burlington English Inc. • 4800 N. Federal Highway, Suite E207 • Boca Raton, FL 33431

**Send purchase orders to: purchase@BurlingtonEnglish.com • Fax: (561) 672-7827**

**PURCHASE ORDER/SUPPLIER CONTRACT FOR COMMODITIES AND SERVICES  
TERMS AND CONDITIONS**

**The below terms and conditions are applicable to both Purchase Orders AND the College's ordering vehicle entitled "Supplier Contract". Any reference below to "Purchase Order" shall refer to and have the meaning "Supplier Contract" when these terms and conditions are incorporated by reference in a Supplier Contract.**

This Purchase Order along with its Exhibits constitutes a binding contract between the College and the Vendor named on the Purchase Order when accepted by the Vendor either by express acknowledgment or by commencement of work or shipment without reservations.

**1. STATEMENT OF GOOD OR SERVICE.** The College hereby engages the Vendor to provide the good or service as described in the attached proposal, quote, estimate, scope of work, statement of work, or statement of services, incorporated herein as Exhibit "A." Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (1) Purchase Order terms and conditions; (2) Exhibit "A;" (3) all other documents, including, but not limited to, drawings, descriptions, and sample(s).

**2. ASSIGNMENT/GUARANTOR.** The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Purchase Order without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**3. FORCE MAJEURE.** Notwithstanding any provisions of this Purchase Order to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Purchase Order that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Purchase Order shall otherwise remain in effect.

**4. APPLICABLE LAW AND VENUE.** The laws of the State of Florida shall govern all aspects of the Purchase Order. In the event it is necessary for either Party to initiate legal action regarding the Purchase Order, venue for all claims shall be in Broward County, Florida.

**5. INDEMNIFICATION.** For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Purchase Order. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Purchase Order. This paragraph shall survive the expiration or termination of this Purchase Order.

**6. ENTIRE AGREEMENT.** This Purchase Order states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Purchase Order. The acceptance or acquiescence of any course of performance rendered under this Purchase Order shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Purchase Order shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**7. TERMINATION FOR DEFAULT.** A "material breach" of this Purchase Order is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Purchase Order. If the Vendor materially fails to fulfill its obligations under this Purchase Order, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**8. TERMINATION FOR CONVENIENCE.** The College may terminate this Purchase Order with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with Exhibit "A." The College shall be relieved of any and all future obligations hereunder including but not limited to, lost profits and consequential damages under this Purchase Order. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**9. DISPUTES.** In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**10. COMPLIANCE/LICENSES.** The Vendor, its employees, subcontractors or assigns shall obtain, at its own expense, all licenses, permits, and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of this Purchase Order. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

**11. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.** The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Purchase Order, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Purchase Order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

(e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER,

CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS PURCHASE ORDER. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS PURCHASE ORDER WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 6.

**12. AUDIT.** The Vendor shall maintain all records, books and documents pertinent to the performance of this Purchase Order in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Purchase Order. Records relating to any legal disputes arising from performance under this Purchase Order shall be made available until final disposition of the legal dispute. If the audit reveals that the Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**13. COLLEGE'S TAX EXEMPTION.** The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Purchase Order.

**14. INVOICES AND PAYMENTS.** All invoices submitted by the Vendor shall contain the Purchase Order number, or the Vendor will not get paid. Invoices should include an itemization of the date, hours expended, and description of the deliverable. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately 30 days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

**15. VENDOR NOT TO LIMIT WARRANTY.** The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Purchase Order void, at the option of the College. The Vendor warrants that the goods and services furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished, or in the Statement of Work.

**16. NONDISCRIMINATION.** The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age, gender, marital status, sexual orientation or any other basis prohibited by law, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**17. AMENDMENTS.** This Purchase Order may be amended only when reduced to writing and signed by both Parties.

**18. PUBLIC ENTITY CRIMES/SDN LIST.** The Vendor, by its execution of this Purchase Order, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform services which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Purchase Order shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133, Section 287.134, or Section 287.135, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

**19. TERMS/PROVISIONS.** Should any term or provision of this Purchase Order be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other

term or provision of this Purchase Order and the Purchase Order shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Purchase Order and shall be fully binding until such time as any proceeding brought on account of this Purchase Order is barred by any applicable statute of limitations.

**21. CONFLICT OF INTEREST.** This Purchase Order is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. By accepting this Purchase Order, Vendor certifies there is no conflict of interest as described in the statute. Prior to execution of this Purchase Order, prospective Vendor's must disclose, the name of any officer, partner, director, proprietor, or affiliated person (including but not limited to consultant, lobbyist, advisor, subcontractor, etc.) of your firm who is also an employee of the College or an immediate family member (spouse, domestic partner, child, in-law, etc.) of an employee of the College and has a material interest in the Prospective Vendor's firm. The prospective Vendor must also disclose gifts exceeding the statutory limits provided to a College employee, or an immediate family member in the last twelve (12) months.

**22. CONFIDENTIALITY.** To the extent that information about the College's employees or students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or any federal or state laws protecting personal information ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this Purchase Order, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Purchase Order, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Protected Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 40 herein entitled "Background Checks."

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard Protected Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded Vendor and its representatives may constitute grounds for immediate termination of contract.

**23. MARKETING.** Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Purchase Order without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

**24. NO CONSTRUCTION AGAINST DRAFTER.** Each Party has participated in negotiating and drafting this Purchase Order, so if an ambiguity or a question of intent or interpretation arises, this Purchase Order is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Purchase Order.

**ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:**

**25. COLLEGE'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING.** All materials, drawings or other items provided by the College to the Vendor remain the property of the College and will be returned to the College upon demand. All containers, reels or pallets shipped with goods by the Vendor are to remain the property of the College unless otherwise agreed to in writing.

**26. SHIPMENT UNDER RESERVATION PROHIBITED.** Vendor is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

**27. DELIVERY TERMS & TRANSPORTATION CHARGES.** Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the Purchase Order. If the College agrees in writing to reimburse the Vendor for transportation costs, the College shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Vendor until the goods are received and accepted by the College. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.

**28. MATERIAL SAFETY.** In accordance with Title 29, C.F.R., Chapter XVII, and Chapter 442, Florida Statutes, it is the Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.

**29. VENDOR TO PACKAGE GOODS.** Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) Vendor's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. Vendor shall bear the cost of packaging unless otherwise specified in the Purchase Order.

**30. PRICES QUOTED.** The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the Purchase Order.

**31. COLLEGE'S RIGHT TO CANCEL.** The College reserves the right to cancel all or part of this Purchase Order, without obligation, if acceptance is not expressed by the Vendor either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

**32. UNIFORM COMMERCIAL CODE.** In addition to all other Florida laws that are applicable to this Purchase Order, provisions of the Uniform Commercial Code, Chapters 671-679, Florida Statutes shall apply to commodities.

**ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:**

**33. STATEMENT OF SERVICES.** The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Exhibit "A." As part of the services to be provided by the Vendor under this Purchase Order, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Purchase Order. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in this Purchase Order and Exhibit "A" attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by Exhibit "A." The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

**34. COMPENSATION/CONSIDERATION.** The total consideration for all work required by the College pursuant to this Purchase Order shall not exceed the amount indicated in Exhibit "A." Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing this Purchase Order, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Purchase Order is subject to multi-year funding allocations, funding for each applicable fiscal year of this Purchase Order will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any

subsequent fiscal year, this Purchase Order shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Purchase Order to the contrary. The College will notify the Vendor in writing after the adoption of the final College budget for each subsequent fiscal year if funding is not approved for this Purchase Order.

**35. INSURANCE.** The Vendor shall carry at a minimum the following: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury, death and property damage and shall protect it from claims which may arise whether such claims may arise out of the operations of the vendor or by anyone directly or indirectly employed by the Vendor. Automobile Liability insurance on all vehicles used to carry out the Purchase Order against bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. If the Vendor will have access to College networks, systems, access to student or employee data, then Vendor shall carry Cyber Liability or a similar insurance to cover any network security or data breach with limits of at least \$1,000,000. Vendor shall carry Worker's Compensation insurance as required by Chapter 440, Florida Statutes. If the Vendor is exempt from carrying Worker's Compensation, they may provide the exemption certificate or a signed letter on company letterhead indicating the basis of the exemption. If any of the required policies provide coverage on a "claims-made" basis then insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work. If coverage is cancelled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of three (3) years after the completion of contract work. The College may require Professional Liability insurance where applicable. All insurance policies shall be issued by companies qualified to do business in the state of Florida and grant the College thirty (30) days advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VII by A.M. Best. The Vendor must provide a Certificate of Insurance (COI) completed in full, indicating the producer, insured, carrier's name, policy numbers and effective and expiration dates of each type of coverage required. The COI shall be signed by an authorized representative and shall identify the College as the Certificate Holder and as an additional insured with respect to General Liability policies. No work is authorized until such time as the College has received a COI in compliance with the above requirements. The College's Chief Risk Officer may revise or waive, at his/her discretion, the requirements stated above. The College will notify the Vendor if the insurance requirements will differ from those stated above.

Certificate Holder and Additional Insured shall read:

The District Board of Trustees of Broward College, Florida  
Attn: Risk Management  
6400 NW 6th Street  
Ft. Lauderdale, FL 33309

**36. OWNERSHIP.** ~~The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Purchase Order. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of this Purchase Order.~~ As a supplier of predeveloped software products, the Vendor, **Burlington English, Inc. shall remain the sole title owner of its products, services, intellectual property and proprietary content at all times. For the avoidance of doubt, the Supplier Contract or any other agreement between the parties, does not grant the College any rights whatsoever in the Vendor's products or services other than the non-exclusive license to use its products on an annual license basis as detailed in the SOW in Exhibit A.**

**37. INDEPENDENT CONTRACTOR.** The Vendor shall be considered an independent contractor and nothing in this Purchase Order shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of this Purchase Order. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under this Purchase Order. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

**38. IMMIGRATION.** The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify

employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under this Purchase Order. The Vendor shall maintain records verifying the rate of pay for each employee working on this Purchase Order and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of this Purchase Order and cause for termination of the Vendor.

**39. CHANGE IN PERSONNEL.** The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Purchase Order if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**40. BACKGROUND CHECKS.** *This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security or to the extent that HIPPA/FERPA Protected Information, as defined in clause 22 herein entitled "Confidentiality", about the College's employees or students is contained in records created, maintained or accessed by the Vendor. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site or have access to FERPA or HIPPA Protected Information.* The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

*Vendor who has long term onsite workers performing work at College facilities, agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."*

**41. EMPLOYMENT BENEFITS.** Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

**42. STOP WORK ORDER.** The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Purchase Order to reflect any changes to Exhibit "A" and/or the project schedule.

## **Burlington English – Terms of Use**

### **Last Updated**

These Terms of Use were last updated on July 1, 2021. Please check back periodically for updates and changes.

Please read the following terms and conditions (the “**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the Burlington Education Ltd. (“**Burlington English**”) website located at <https://www.burlingtonenglish.com/>, the associated language learning platform and any other platform, application or website that we or our affiliates control that links to these Terms of Use (collectively, the “**Platform**”) and the features and functionality made available through the Platform (the “**Services**”).

In these Terms of Use, “**you**” and “**your**” refer to you, the individual accessing the Platform and/or using the Services.

These Terms of Use constitute a contract between you and Burlington English.

**By accessing, using, or registering to receive access to the Platform, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by them in full. If you do not agree to these Terms of Use, do not use any portion of the Platform or the Services.**

### **Changes to the Terms of Use**

We may update or modify these Terms of Use at any time effective upon posting the revised Terms of Use, along with the date on which they were most recently updated, on the Platform. We may give notice of such updates and modifications by any means, including, without limitation, by posting a revised version of these Terms of Use on the Platform or providing other notice on the Platform (“**Notice**”). All Notices will be effective immediately. Your continued use of the Platform and the Services thereafter signifies your acceptance to such changes. The version of these Terms of Use posted on our Platform on each respective date you visit the Platform will be the Terms of Use applicable to your access and use of the Platform and Services on that date.

### **Ownership of the Platform and Access License**

You understand and agree that Burlington English owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the Platform, the Services and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content.

You acknowledge that the Platform and the Services are proprietary to Burlington English and are protected by applicable intellectual property and other proprietary rights and that you acquire no ownership interest in the Platform or the Services by accessing and using either. For the avoidance of doubt, “Content” does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites or platforms.

Burlington English grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Platform and the Service, subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to



discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Platform, the Services, or any other Content available via the Platform or the Services. All rights not expressly granted to you in these Terms of Use are reserved and retained by Burlington English and shall inure solely to the benefit of Burlington English. Except as expressly set forth herein, nothing shall be deemed or interpreted to grant or confer to you any licenses, rights, title, or interest therein or thereto, whether by implication, estoppel or otherwise.

### **Use of the Platform and Services**

Burlington English reserves the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the Platform, the Services, or any portion thereof, for any reason; (ii) modify or change the Platform, the Services, or any portion thereof; and (iii) interrupt the operation of the Platform, the Services, or any portion thereof.

You represent and agree that all information that you provide to Burlington English in connection with your access to and use of the Platform and the Services is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief.

Any use or attempted use of the Platform and/or the Services (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) in a manner that could damage, disable, overburden, or impair the Platform; (iii) in a manner that could interfere with any other party's use and enjoyment of the Platform or the Services; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or system through hacking, password mining or any other means; (v) to access systems, data or information not intended by Burlington English to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Platform and the Services, you agree that you will not:

- (a) Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (b) Create a false identity for the purpose of misleading others or impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) Upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (f) Use any of the Platform's or Services' communication features in a manner that adversely affects the availability of its resources to other users;
- (g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (h) Violate any applicable local, state, national, provincial, foreign or international law;
- (i) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (j) Delete or revise any material posted by any other person or entity;

- (k) Probe, scan, test the vulnerability of or breach the authentication measures of, the Platform or any related networks or Platforms;
- (l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (m) Harvest or otherwise collect information about others, including e-mail addresses;
- (n) Use any modified versions of the Platform or the Services, for any reason whatsoever, without the express written consent of Burlington English;
- (o) Attempt to gain any unauthorized access to the Platform, the Services, including computer Platforms, software, or networks; or
- (p) Use any robot, spider, scraper, or other automated or manual means to access the Platform or the Services.

Burlington English reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, without limitation, the suspension or termination of your access and/or account. Burlington English may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Burlington English reserves the right at all times to disclose any information as Burlington English deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Burlington English's sole discretion. You also agree to reimburse Burlington English for any damage, loss, cost or expense Burlington English incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Platform or the Services for any unlawful or prohibited purpose.

### **Accounts, Passwords, and Security**

In order to use certain Services, you may need to set up an account (including establishing login credentials). You are entirely responsible for maintaining the confidentiality and security of your account information and for any and all activity that occurs under your account. You agree to notify Burlington English immediately upon learning of any unauthorized use of your account credentials or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by Burlington English or any other person or entity due to another person using your account credentials.

You may not use any other user's account credentials at any time without the express permission and consent of the holder of that account. You may not transfer or assign your account.

Burlington English cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. If you are under 17, you may use the Services only through a parent or guardian using the Services on your behalf.

We reserve the right to suspend or terminate your account in the event that you breach any of these Terms of Use.

### **Electronic Communications**

When you use the Platform and/or Services or send e-mails to us, you are communicating with us electronically. Subject to limitations provided under applicable law, we will communicate with you by e-mail or by posting notices on the Platform. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed

to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

### **Representations and Warranties**

You represent and warrant that any information, materials, software, or data that you shall submit to or through the Platform, or that you access, use, download, or otherwise obtain on or through the Platform, if any, are: (a) up-to-date, accurate, complete, reliable, truthful, and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines.

### **Disclaimers**

THE INFORMATION, SOFTWARE, CONTENT, SERVICES, OR MATERIALS AVAILABLE FROM OR PROVIDED ON THE PLATFORM OR VIA THE SERVICES, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

BURLINGTON ENGLISH AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE PLATFORM IS OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. BURLINGTON ENGLISH PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE PLATFORM AND THE SERVICES WITHOUT NOTICE. FURTHER, BURLINGTON ENGLISH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE PLATFORM OR THE SERVICES. BURLINGTON ENGLISH SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE PLATFORM OR THE SERVICES.

### **Limitation of Liability**

IN NO EVENT SHALL BURLINGTON ENGLISH, ITS AFFILIATES, CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE PLATFORM AND/OR SERVICES; (B) THE SECURITY OF THE PLATFORM AND/OR THE SERVICES; (C) THE USE, COPYING, OR DISPLAY OF THE PLATFORM AND/OR THE SERVICES OR THE TRANSMISSION OF INFORMATION TO OR FROM THE PLATFORM OVER THE INTERNET; (D) BURLINGTON ENGLISH’S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS OF USE AND THE SERVICES; (E) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY YOU, OTHER USERS OF THE PLATFORM OR THE SERVICES, OR OTHER THIRD PARTIES; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE SERVICES. UNDER NO CIRCUMSTANCES SHALL BURLINGTON ENGLISH, OR ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS,

OR THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE PLATFORM, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF BURLINGTON ENGLISH, EVEN IF BURLINGTON ENGLISH WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF BURLINGTON ENGLISH AND ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF BURLINGTON ENGLISH, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE PLATFORM, OR THE SERVICES, BURLINGTON ENGLISH AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

### **Indemnification**

You agree to indemnify, defend and hold Burlington English harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including attorneys' fees), brought by any third party in connection with or arising out of: (a) your submissions, if any, that you submit, post to, or transmit through the Platform or Services, (b) your access to and use of the Platform and/or Services, (c) your violation of these Terms of Use, (d) your violation of any applicable law, regulation or code, (e) your violation of any rights of another, or (f) or the unauthorized use of your account credentials. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

### **Other Websites and Platforms**

For your convenience, certain hyperlinks or integrations may be provided on the Platform and Services that provide access to other websites or social media platforms which are not under the control of Burlington English (the "**Linked Websites**"). Burlington English does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. Burlington English disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services, or job postings, made available, sold, or provided to you by any third party. Your use of Linked Websites is subject to the terms and conditions, privacy policies, and other terms of the Linked Websites. You agree that you will bring no suit or claim against Burlington English arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the Platform and Services do not imply that: (a) Burlington English is affiliated or associated with any Linked

Website; (b) Burlington English is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Website is authorized to use any trademark, trade name, logo, or copyright symbol of Burlington English.

### **Links to the Platform**

Neither you nor any other website may link to the Platform without the permission of Burlington English. In any event, without our express, prior, written permission, it is expressly prohibited to: (a) “deep link” to any page of the Platform other than the home page; (b) “frame” the Platform or any Content or otherwise cause the Platform or any Content to appear in a window with any other material that does not constitute Content; (c) cause the hyperlink to the Platform to be displayed in any way that is disparaging to Burlington English; or (d) otherwise imply or state that any type of relationship or special arrangements exist with Burlington English and any other entity. You agree that you will promptly remove any hyperlink to the Website upon the written request of Burlington English. In no event will you use any logo or trademark of Burlington English as a hyperlink “button”, or in any other manner, without Burlington English’s express written consent.

### **Disclaimer of Third Party Information**

To the extent that any information, material, or functionality on the Platform and Services is provided by you and/or third party content providers (“**Third Party Materials**”), Burlington English has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. Burlington English does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party (including any submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Burlington English.

### **General**

These Terms of Use (as applicable), together with the Broward College Supplemental Addendum – Software, Supplemental Addendum – Federally Funded Projects, and Broward College Purchase Order (collectively, “Broward College Terms”), constitute the entire agreement between you and Burlington English with respect to your access to and use of the Platform and the Services. To the extent of any inconsistency between these Terms of Use and the Broward College Terms, the Broward College Terms shall govern and this provision may not be changed without the prior written approval of Broward College, notwithstanding the section of these Terms of Use above entitled Changes in Terms of Use. You agree that you shall not contest the admissibility or enforceability of Burlington English’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Burlington English. Burlington English may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of Burlington English. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the Platform and using the Services and any other jurisdiction whose laws apply to you or your actions. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Burlington English shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved. Neither these Terms of Use, nor any of the Services, create any partnership, joint venture, employment, or other agency relationship between Burlington English and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or

equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

### **Governing Law/Jurisdiction/Claims Limitation**

These Terms of Use shall be governed by and construed under the laws of Cyprus, without regard to conflicts of laws, principles or rules. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

All claims and disputes either arising out of or relating to these Terms and the transactions contemplated hereby are to be settled by final and binding arbitration to be held: (i) if you are a resident of the United States, in Palm Beach County, Florida, United States of America or (ii) if you are a resident of any other country, in Nicosia, Cyprus. This agreement to arbitrate is broad, and includes disputes of any type between you and Burlington English arising out of or relating to these Terms or the transactions contemplated hereby. Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision, all issues shall be for the arbitrator to decide.

The arbitration shall be conducted on a confidential basis. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU HEREBY AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR THE RIGHT TO LITIGATE IN COURT. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING, YOU ALONE IN AN ARBITRATION PROCEEDING. YOU AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL, OR ON BEHALF OF THE GENERAL PUBLIC, WHETHER IN ARBITRATION OR OTHERWISE.

### **Contact Us**

Burlington English welcomes any comments or questions you may have regarding these Terms of Use, the Platform, and/or the Services. Please contact us with your comments or questions e-mail at: [info@BurlingtonEnglish.com](mailto:info@BurlingtonEnglish.com).

**BROWARD COLLEGE  
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

**Burlington English, Inc.**

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS  
APPENDIX II TO 2 CFR PART 200**

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**NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER**

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



**BROWARD COLLEGE  
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):**

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.**

Vendor's Name: Burlington English, Inc.

Address, City, State, and Zip Code: 4800 N. Federal Hwy., E207, Boca Raton, FL 33431

Phone Number: (561) 672 7826

Printed Name and Title of Authorized Representative: Zevi Aber

Email Address: zevi.aber@burlingtonenglish.com

Signature of Authorized Representative: Zevi Aber

Digitally signed by Zevi Aber  
Date: 2024.04.12 14:34:06 +03'00'

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

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum-Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

**3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

**5. No Automatic Renewals or Extensions.** Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

**6. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

**7. Vendor Intellectual Property Indemnification.** Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

**8. Announcements and Press Statements.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its \_\_\_\_\_ or that position's designee, and in the case of the other party, permission must be granted by its \_\_\_\_\_ or that position's designee.

**9. 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.

**10. Use of BC Information Not Allowed.** Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

**11. BC Rights in Information.** BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

**12. Termination for Convenience.** BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

**13. Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

**14. State of Florida Public Entity Contracting Prohibitions.** Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

**15. BC's Sovereign Immunity.** Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

**16. Governing Law and Other Legal Matters.** The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the

Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

**17. Confidentiality Obligations.** Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

**18. Vendor's Confidential Information / Public Records Law.** BC is subject to the public records

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF


CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

**19. Miscellaneous.** Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

**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:** [Burlington English Inc.](#)

By:   
Name: Zevi Aber  
Title: President  
Date: 4.12.2024