



## 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 Innovative Educators for software subscription for FY2024-2025 (08/01/2024 to 07/31/2025) for StudentLingo workshops for Student Services. Fiscal Impact: \$7,100.00**

**Presenter(s):** Donald Astrab, VP, Academic Operations, Analytics, & Comm

**What is the purpose of this contract and why is it needed?** Innovative Educators offers a series of interactive on-demand video workshops, action plans, and valuable resources designed to help students achieve their academic, personal, and career goals.

**What procurement process or bid waiver was used and why?** Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is 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.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Yes.

**What fund, cost center and line item(s) were used?** FD201, CC0817, Software Subscriptions (Cloud, SaaS, PaaS, more)

**Has Broward College used this vendor before for these products or services?** Yes.

**Was the product or service acceptable in the past?** Yes (through P.O.).

**Was there a return on investment anticipated when entering this contract?** The expectation that students would access and utilize the platform.

**Was that return on investment not met, met, or exceeded and how?** In total, 9,329 students engaged with the platform.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Not applicable.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

### FISCAL IMPACT:

Description: \$7,100.00 CC0817, FD201, BU301, PG000174

08/23/24 CC0817 · District Student Life Office

(\$7,100.00)

# David Kenton

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David Kenton

8/23/2024

APPROVAL PATH: 12471 Innovative Educators - Software Subscription /Membership dues FY2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item



Stage	Reviewer	Description	Due Date	Status	
1	Janice Stubbs	Vice President Review		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval		 Completed	
4	Alina Gonzalez	Review		 Completed	
5	Raj Mettai	Review		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
6	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	
9	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

# INNOVATIVE EDUCATORS

Quote #D5687  
Jan 31, 2024

## CUSTOMER

Cynthia Brelsford  
Broward College  
3501 Davie Rd. Bldg. 10/106  
South Campus Coordinator  
Davie FL 33314  
United States

ITEMS		PRICE	QTY	ITEM TOTAL
	StudentLingo Membership 1 workshop - \$625 SKU: 15100-1	\$625.00	15	\$9,375.00
	Administrative View For Learner Analytics SKU: 15014	<del>\$1,725.00</del> \$0.00	1	\$0.00

NOTES			
Subscription Dates: August 1, 2024 to July 31, 2025 Includes unlimited users for the institution. 15 StudentLingo workshops SLNow Program Admin View Included (Quote valid until July 31, 2024)		Discount	-
		Loyalty Discount	\$-2,275.00
		Subtotal	\$7,100.00
			\$0.00
		<b>TOTAL (USD)</b>	<b>\$7,100.00</b>

**Innovative Educators**  
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Home (/) / Website Terms and Conditions

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educating-  
faculty-  
staff-  
&-  
students-  
online/mycompany/)

# Website Terms and Conditions

Last updated February 11, 2020

## 1. Acceptance of Terms & Conditions

Innovative Educators, Inc., a Colorado corporation (“us” or “we”) operates innovativeductors.org, and client-branded derivative websites thereof (collectively, the “Site”), subject to your compliance with the terms and conditions contained or referenced herein, our Privacy Policy (<http://www.innovativeeducators.org/pages/privacy-policy>), and, for certain services, any additional posted terms and conditions that apply to such services (collectively, the “Terms & Conditions”). **By using the Site or any of the services offered through the Site, you agree to these Terms & Conditions. If you do not agree to these Terms & Conditions, please exit this page and do not access or use the Site.**

## 2. Changes to Terms & Conditions

We may update these Terms & Conditions from time to time. If we make any material changes, we will notify you by sending an email to the e-mail address specified in your account, if you have one, or by means of a notice on the Site prior to the change becoming effective. Your use of the Site after such notification shall constitute your acceptance of the modified Terms & Conditions.

## 3. Registration

In order to access certain features of the Site, you may be required to log in. When you log in, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You may not select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person. We reserve the right to refuse registration of, or cancel a user name, for any reason in our reasonable discretion.

## 4. Our Content; Ownership

**Our Content.** “Our Content” means all text, graphics, photographs, sounds, music, videos, images, artwork, trademarks, logos, user and visual interfaces, applications, computer code and associated documentation found on or associated with the Site (other than User Content (defined below)) including but not limited to the design, structural arrangement and “look and feel” of Our Content.

Our Content is owned by or licensed to us and is protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly provided in these Terms & Conditions, none of Our Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes. Nothing contained in these Terms & Conditions shall be deemed to grant to you or any other user any right, title, or interest in or to any of our or our licensors’ copyright, trademark, or other proprietary right.

We reserve the right to change or discontinue any aspect or feature of our services or the Site, including, but not limited to, the roster of available courses and other content, hours of availability, transmission speed, and requirements for access or use.

## 5. Use of Site

You may use the Site solely for your personal, non-commercial use. Your use of the Site is subject to all applicable laws and regulations.

Without limiting the generality of any other provisions of these Terms & Conditions, you may not:

- use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any manual process to access, acquire, copy, or monitor any portion of the Site, Our Content or User Content (Our Content and User Content, collectively, “Content”) or obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site;
- attempt to gain unauthorized access to any portion of the Site or any Content, or any systems or networks connected to the Site, by hacking, password “mining”, or any other illegitimate means;
- probe, scan, or test the vulnerability of the Site or any Content, or any system or network connected to the Site;
- reverse look-up or trace any information of any other Site user or otherwise use the Site for the purposes of obtaining information of any other Site user;
- use any device, software, or process to interfere with, or attempt to interfere with, the proper working of the Site or any Content, or any systems or networks connected to the Site, or with any other person’s use of the Site;
- remove any copyright, trademark, or other proprietary rights notice contained in or on the Site; or
- use the Site or any Content for any purpose that is unlawful or otherwise prohibited by these Terms & Conditions.

## 6. User Content and Ideas

**User Content.** “User Content” means any content, including any text, images, and other forms of data or communication that you provide or submit to us. User Content does not include Our Content. As between you and us, subject to any licenses and rights expressly granted herein, any User Content posted by you is owned by you.

You are solely responsible for your User Content. By providing User Content you hereby grant, and represent, and warrant that you have all rights and authority necessary to grant us and our affiliates, a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully sublicensable, fully paid-up, worldwide license and right to use, modify, copy, reproduce, publish, distribute, publically perform or display, adapt, translate, create derivative works, archive, store, upload, share, post, sublicense, or otherwise make available, such User Content in any form and through any media of any kind now known or later developed, for any purpose, with or without attribution. You hereby irrevocably waive and assign to us any and all moral rights you may have in or with respect to any User Content you post to the Site.

Without limiting the generality of any other provisions of these Terms & Conditions, you may not post, upload, or transmit any User Content that:

- is offensive, threatening, illegal, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right, or is otherwise unlawful;

- promotes illegal activities or conduct that is offensive, threatening, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, or is otherwise unlawful;
- is false, misleading, or defamatory;
- is protected by copyright, trade secret, or subject to any other third party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to upload, post, or submit such content and to grant us all the rights granted herein;
- provides personal data such as telephone numbers, home or e-mail addresses, full names or last names unless with the explicit permission of the subject of such personal data;
- involves the transmission of unsolicited mass mail, spam, junk mail, or otherwise interferes with other users' enjoyment of the Site;
- falsely states or implies that such content is sponsored or endorsed by us or our affiliates;
- contains restricted or password-only access pages or hidden pages or images;
- involves commercial activities or sales unless otherwise agreed by our prior written consent; or
- involves sending or otherwise making available any material that contains viruses, Trojan horses, worms, time bombs, or any other similar software that may damage the operation of our or any third party web provider's servers, computers, or networks.

We assume no responsibility for monitoring any of the User Content and have no obligation to review the User Content. In addition, we do not guaranty the accuracy, integrity, or quality of the User Content. Nonetheless, we reserve the right, at all times and for any reason whatsoever, to edit or remove any User Content.

If you submit any idea or expression of ideas within your User Content (an "Idea"), you further agree as follows:

- to the best of your knowledge, the Idea represents your original work, you have all necessary rights to disclose the Idea to us and doing so, and our use of the Idea, will not infringe upon any third party;
- your disclosure of your Idea does not establish a confidential relationship with us or obligate us to treat the Idea as confidential;
- we have no obligation, whether express or implied, to develop or use your Idea and no compensation is due to you or anyone else for any use of that Idea, related Ideas, or ideas derived from your Idea; and
- Except to the extent these terms are superseded by a separate written agreement signed by you and us, you hereby irrevocably release and discharge us and our affiliates from any and all actions, causes of actions, claims, damages, liabilities, and demands, whether absolute or contingent, which you now have or hereafter may have against us and our affiliates with respect to the Idea.

## **7. Disclaimer of Warranties and Limitation of Liability**

THE SITE, ALL CONTENT, AND ALL SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION OR ERROR, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT. YOUR USE OF THE SITE AND OF ANY CONTENT, WHETHER OUR CONTENT OR USER CONTENT, IS ENTIRELY AT YOUR OWN RISK.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE SITE. IN NO EVENT SHALL WE, ENTITIES WE CONTROL, OR ENTITIES UNDER COMMON CONTROL WITH US, OR ANY MEMBERS, MANAGERS, EMPLOYEES, AGENTS, LICENSORS, OR CONTENT PROVIDERS OF THE FOREGOING (our "AFFILIATES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR ANY CONTENT OR ANY SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

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## **8. Indemnification**

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims, or expenses (including reasonable attorneys' fees), made against us by any third party due to, arising out of, or related to (i) your access to the Site, (ii) your use of the Site, (iii) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, (v) your violation of these Terms & Conditions, (vi) any use of your user name by you or any third party, or (vii) the infringement or other violation by you, or any third party using your account or user name, of any intellectual property or other right of any person.

## **9. Termination**

In addition to exercising other remedies that may be available, we may, at any time, terminate your account or suspend or prohibit your access to the Site without prior notice to you for violating any of these Terms & Conditions or for any other reason in our reasonable discretion.

## **10. Links**

We may provide links to third-party websites. We do not recommend or endorse the content of any third-party websites. We are not responsible for the content of linked third-party websites and we do not make any representations regarding their content or accuracy. Your use of third-party websites, including, without limitation, your submission of content to such websites, is at your own risk and subject to the terms and conditions of use for such website.



## 11. Notices

We may send you notice with respect to the Site by sending an email message to the email address listed in your account, by sending a letter via postal mail to the contact address listed in your account, or by posting on the Site. Notices shall become effective immediately. Any notices will be deemed delivered to the party receiving such communication (i) one business days after deposit with an overnight carrier, (ii) three business days after mailing date if sent by postal mail, (iii) the date we post the notice to the Site, or (iv) the date of transmittal if sent via email.

## 12. Governing Law, International Use

These Terms & Conditions will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Boulder County, Colorado, and waive any objection to such jurisdiction or venue.

Although the Site may be accessible worldwide, we make no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing the Site from territories where its use is illegal is prohibited.

## 13. Age Requirement

The Site is only available for individuals aged 13 years or older.

## 14. Entire Agreement

The Terms & Conditions represent the entire agreement between you and us with respect to the subject matter addressed herein and supersede all prior to contemporaneous agreements or understandings, written or oral. The Terms & Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

## 15. Waiver

Any failure by use to enforce or exercise any provisions of these Terms & Conditions shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

## 16. Attorneys' Fees

In any action to enforce these Terms & Conditions, the prevailing party shall be entitled to attorneys' fees and costs, in addition to such other damages as may be awarded.

## 17. Digital Millennium Copyright Act

If you believe any User Content or any other aspect of the Site infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the address below. Your notice must meet the requirements of the Digital Millennium copyright Act by providing the following information:

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

The address of our copyright agent for notice of claims of copyright infringement on the Site is as follows:

Val Kisiel  
3277 Carbon Place  
Boulder, CO 80301

## 18. Accessibility

<https://www.innovativeeducators.org/pages/accessibility-statement>  
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## About IE

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[OnlineLingo \(/pages/onlinelingo\)](#)  
[ParentLingo \(/pages/parentlingo\)](#)  
[StudentLingo \(/pages/studentlingo\)](#)  
[TutorLingo \(/pages/tutorlingo\)](#)  
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## For Faculty & Staff

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[Orientation For Parents & Families \(/pages/parentlingo\)](#)

## For Your Students

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educating-  
faculty-  
staff-  
students-  
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**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. 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.

**6. Indemnification.** For value received, the Vendor shall indemnify and hold the BC, 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 Agreement. 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 Agreement. This paragraph shall survive the expiration or termination of this Agreement.

**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. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. 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 Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their 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 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. Governing Law, Sovereign Immunity 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. 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. 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.

**16. 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 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"). If 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

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

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.

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

**18. Information Technology.** If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the

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security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

**19. Compliance with Export Control Regulations.** The Vendor acknowledges they must comply with

export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

**20. PCI DSS.** If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

**21. Deletion.** 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; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

**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.**

*Valerie Kisiel*

**VENDOR:** Click or tap here to enter text.

By: Innovative Educators

Name: Valerie Kisiel  
Title: CEO  
Date: 9/23/24