



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with the Arthritis@Work for access to the Arthritis@Work web portal containing educational materials. Fiscal Impact: None**

**Presenter(s):** Sophia Galvin, Vice President, Talent and Culture

**What is the purpose of this contract and why is it needed?** This contract enables Broward College employees to have access to a website through the Arthritis Foundation, providing information for individuals affected by arthritis. This no-cost resource is to help people reduce the pain and limitation of arthritis so they can work more effectively and productively and achieve a higher quality of life.

**What procurement process or bid waiver was used and why?** Not Applicable

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Not Applicable

**What fund, cost center and line item(s) were used?** Not Applicable

**Has Broward College used this vendor before for these products or services?** No, but general website has been accessed for information and materials

**Was the product or service acceptable in the past?** Not Applicable

**Was there a return on investment anticipated when entering this contract?** Not Applicable

**Was that return on investment not met, met, or exceeded and how?** Not Applicable

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Talent Activation - Sustaining an inclusive and empowering organizational culture by ensuring our faculty and staff are positioned and skilled to be change makers. To function well, think clearly, and communicate effectively, it is necessary to take care of physical and mental health. People can do well when they feel well. The Arthritis@Work is a way to address needs of employees through a convenient, evidence-based website to mitigate the effects of musculoskeletal disorders.

**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?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

### **FISCAL IMPACT:**

Description: The agreement being submitted for signature provides access to the Arthritis Foundation's Arthritis@Work web portal containing educational materials to share with people having rheumatoid or osteoarthritis. This is not a medical intervention - informational only.

# **Sophia Marie Galvin**

Sophia Marie Galvin, Vice President, Talent and Culture














3/16/2023

APPROVAL PATH: 11038 Arthritis@Work Web Portal

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Sophia Marie Galvin	Executive Director Review		 Completed	
2	Alina Gonzalez	Review		 Completed	
3	Raj Mettai	Review		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
6	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
7	Board Clerk	Agenda Preparation		 Completed	
8	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	

## BROWARD COLLEGE SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement"), effective as of January 1<sup>st</sup>, 2024 (the "Effective Date"), is by and between **Arthritis Foundation Inc.** ("Licensor") and **Broward College** ("Licensee"). Licensor and Licensee may be referred to herein collectively as the "Parties" or individually as a "Party." In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, "Software" means the software product(s) described on Exhibit A hereto. "Documentation" means Licensor's user manuals/handbooks/guides relating to the Software provided by Licensor to Licensee, either electronically or in hard copy form.
2. **License.**
  - a. **License Grant.** Subject to and conditioned on Licensee's compliance with all other terms of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the Term to: (i) use the Software solely for Licensee's internal business purposes; and (ii) use and make a reasonable number of copies of the Documentation solely in connection with Licensee's use of the Software pursuant to this Agreement.
  - b. **Use Restrictions.** Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
3. **Reservation of Rights.** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
4. **Licensee Responsibilities.** Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is



responsible for all acts and omissions of users of the Software who gain access to the Software through Licensee ("Licensee Users"). Any act or omission by such Licensee Users that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Licensee Users aware of this Agreement's provisions as applicable to such Licensee Users' use of the Software and shall cause all Licensee Users to comply with such provisions.

5. **Support.** During the Term, Licensor shall provide Licensee with an account manager who will instruct Licensee in the use of the Software and assist with any troubleshooting issues Licensee may encounter.
6. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
7. **Intellectual Property Ownership.** Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.



8. **Warranty Disclaimer.** THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IF LICENSEE IS DISSATISFIED WITH THE SOFTWARE FOR ANY REASON, LICENSEE'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT UPON 60 DAYS' WRITTEN NOTICE TO LICENSOR PURSUANT TO SECTION 11.
9. **Privacy of Personal Information.** Licensor respects the privacy of individuals and is committed to protecting it. To that end, this Section 9 shall govern the collection, use, and disclosure of personal information and shall control in the event of any inconsistency with any other section of this Agreement.
10. **Limitations of Liability.** IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE LESSER OF \$100,000 AND THE AMOUNT OF THE FEE SET FORTH ON EXHIBIT A HERETO.
11. **Term and Termination.**
  - a. **Term.** The term of this Agreement begins on the Effective Date and will continue until terminated by either Party pursuant to this Section 11 (the "Term").
  - b. **Termination.** Either Party may terminate this Agreement, for any reason or no reason, upon 60 days' written notice to the other Party. In addition, either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being



capable of cure, remains uncured 10 days after the non-breaching Party provides the breaching Party with written notice of such breach.

- c. **Effect of Termination.** Upon the termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. Upon the proper termination of this Agreement by either Party pursuant to this Section 11.
  - d. **Survival.** This Section 11 (d), Sections 6 through 10, and Sections 12 and 13 (and no other Sections) shall survive any termination this Agreement.
12. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Licensee, Section 2(b), would cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
13. **Miscellaneous.** This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Texas, without giving effect to any conflict of laws provisions thereof. Each Party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts located in Travis County, Texas. Each Party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the aforementioned courts. If Licensee defaults under the terms of this Agreement, then Licensee must pay all of Licensor's attorneys' fees and costs associated with enforcing this Agreement, plus 18% annual interest from the start of Licensee's default. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. Neither Party is relying upon any representation not contained herein. The Parties may not amend this Agreement except by written instrument signed by both Parties. No waiver of any right, remedy, power, or privilege under this Agreement is effective unless contained in a writing signed by the Party charged with such waiver. Neither Party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement without the prior written consent of the other Party hereto; provided however that Licensor may freely assign its rights and obligations hereunder, without Licensee's consent, to any person or entity that acquires all or substantially all of Licensor's assets. Any



purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. There are no third-party beneficiaries under this Agreement. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR

DocuSigned by:  
*Nicole M Kloiber*  
By: 484EC2C98A94444  
Print Name: Nicole M Kloiber  
Title: Senior Director, Operations  
Date: May 22, 2024

LICENSEE

DocuSigned by:  
*Donald Astrab*  
By: 6DD41D986FDA4F4...  
Print Name: Donald Astrab  
Title: Interim President  
Date: 6/18/2024





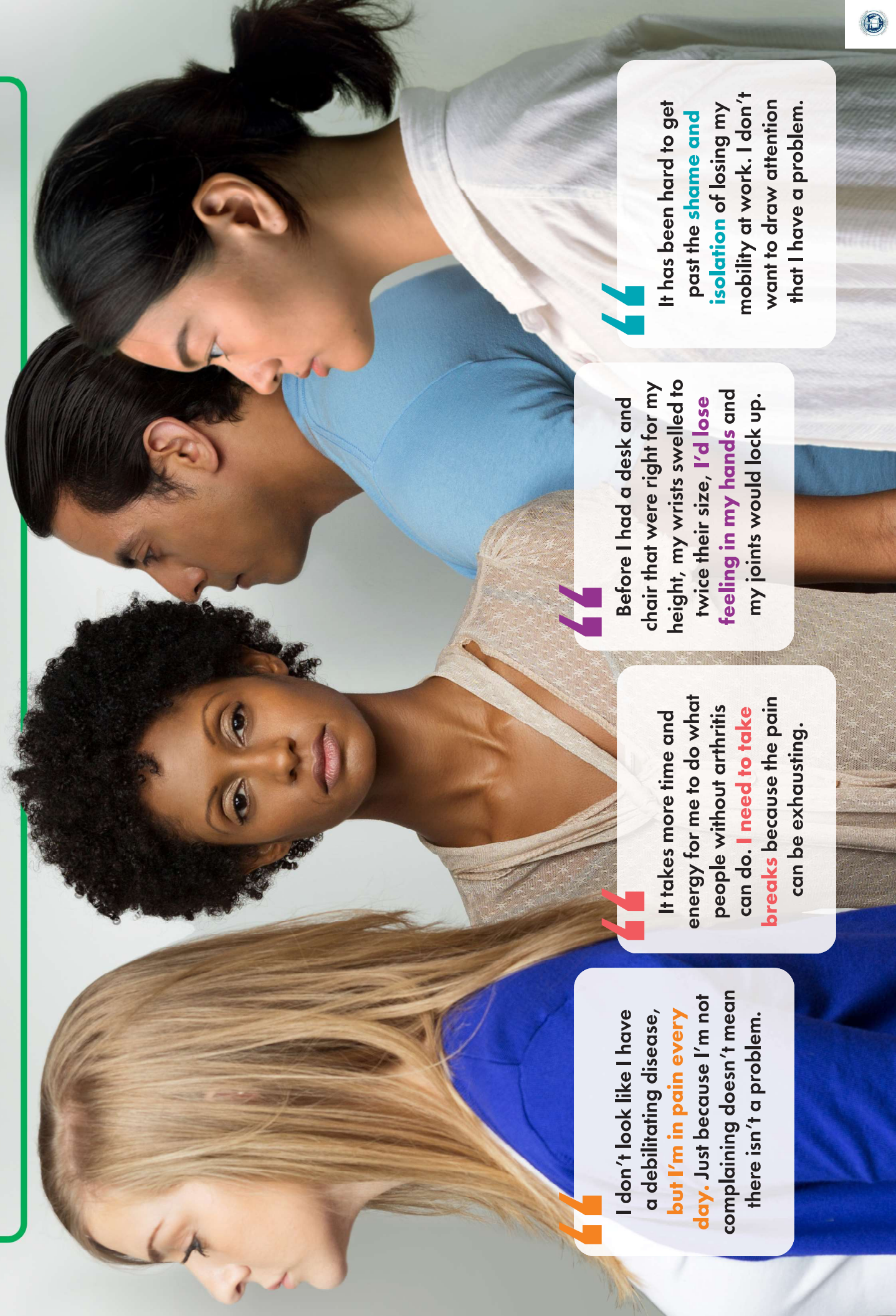
**EXHIBIT A**  
**DESCRIPTION**

Arthritis@Work

Digital content created by the Arthritis Foundation to provide education and resources for people living with arthritis in a workplace setting.



## There's something 1 in 4 of your employees isn't telling you.



I don't look like I have a debilitating disease, **but I'm in pain every day.** Just because I'm not complaining doesn't mean there isn't a problem.

It takes more time and energy for me to do what people without arthritis can do. **I need to take breaks** because the pain can be exhausting.

Before I had a desk and chair that were right for my height, my wrists swelled to twice their size, **I'd lose feeling in my hands** and my joints would lock up.

It has been hard to get past the **shame and isolation** of losing my mobility at work. I don't want to draw attention that I have a problem.

One in every 4 of your employees is living with arthritis.

**I would love for my employer to recognize that living and working with arthritis is hard, and be open to helping me be as successful as possible.**

— Megan, working with arthritis

For millions of working Americans with arthritis, everyday tasks like getting ready, sitting at a desk, typing, traveling and standing are debilitating. While many employees try to keep their arthritis hidden, it's the second largest driver of health care costs, responsible for \$304 billion in medical costs and lost earnings and 172 million missed workdays annually.

**Arthritis@Work** is a free Arthritis Foundation program that offers turnkey tools and resources to support your employees with arthritis as part of your existing corporate wellness program. Together, we will help you protect your bottom line by caring for the people who care for your business.

## Get to Know Your Employees with Arthritis

**100%** experience regular pain

**2 in 3** experience depression, anxiety and/or fear

**72%** report arthritis pain disrupts work, including work from home

**2x** have double the number of missed workdays (63) annually

## Arthritis @WORK

Support your employees, increase productivity and lower health care costs with Arthritis@Work

- Turnkey tools and resources to support your employees with arthritis, regardless of location
- Support for managers to better understand and engage their employees with arthritis
- Access to content that fits into your current wellness programming and benefits all employees
- Support network, pain reduction goal-setting app and CDC-approved activity programs for employees
- Data-driven insights that compare your employees' results to those nationwide

**Understand the needs and struggles of your employees with arthritis and how to support them.**



**Arthritis Foundation®**

**GET STARTED AT [arthritis.org/atwork](https://arthritis.org/atwork)**



**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 **Director of Marketing** 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





**BROWARD COLLEGE**  
**SUPPLEMENTAL ADDENDUM - SOFTWARE**

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. 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.





**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

**18. 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 CONSITUTE 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:** Arthritis Foundation, Inc.

By: Stephanie Hudgins

Name: Stephanie Hudgins

Title: Arthritis@Work Program Manager

Date: 11/13/2023





**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

