

**ADDENDUM NO. 1**

**AGREEMENT BETWEEN  
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT  
AND  
[INSERT CONTRACTOR'S NAME]**

This Addendum ("Addendum") to the **[INSERT TYPE OF AGREEMENT]** (collectively "Agreement") between Mt. San Antonio Community College District ("District" or "**XXX**"), a California community college district and political subdivision of the State of California, and **[INSERT NAME OF CONTRACTOR]** ("Contractor" or "**XXX**"), a **[INSERT TYPE OF ENTITY/JURISDICTION OR IF AN INDIVIDUAL INSERT "an individual residing in the state of" AND INSERT STATE OF RESIDENCE]** is entered into as of the **XX day of XX, 2023**. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District and Contractor wish to further clarify each Party's respective rights and obligations; and

WHEREAS, the terms and conditions contained in this Addendum shall supersede any other terms and conditions contained in any other agreements, Master Services Agreements, contracts, terms of use, terms of service, order forms, schedules, statement of work, policies, or any other Contractor documentation; and

WHEREAS, in the event of a conflict, this Addendum shall prevail; and

WHEREAS, it is understood and agreed by the Parties hereto, that upon the Effective Date, this Addendum shall become effective and the following terms and conditions shall be included and considered to be an integral part of the Agreement.

1. **Term.** The term of the Agreement shall commence on **[INSERT START DATE]**, and shall continue in full force and effect thereafter until and including **[INSERT END DATE]** ("Term"), unless the Agreement is terminated during the Term pursuant to the Agreement.
2. **Termination.** The Agreement shall terminate upon expiration of the Term. Any termination of the Agreement during the Term shall be in accordance with the following:
  - A. **Termination for Convenience.** During the Term of the Agreement, District may terminate the Agreement at any time at its convenience and without cause, upon providing Contractor at least ten (10) days written notice before the effective date of termination.
  - B. **Termination for Cause.** In addition to any rights of early termination set forth in this Section, either Party may terminate the Agreement immediately upon written notice to the other Party in the event the other Party has committed a material breach of the Agreement that remains uncured thirty (30) days' after written notice of such breach.
  - C. **Other Grounds.** Notwithstanding any provisions in the Agreement, District, at District's sole discretion and upon written notice to Contractor, shall have the right to terminate the Agreement effective on the date stated in District's written notice in the event District determines, at its sole discretion, that Contractor (i) is unable or unwilling to perform the Work or meet any obligation or duty as described or made necessary by the Agreement, (ii) changes the nature of its business so that it is not compatible with the mission or needs of the District or is involved in any incident or activity which embarrasses, creates unwelcome scrutiny or attention, or otherwise causes or threatens harm to the reputation of the District, or (iii) fails to comply with federal, state, and/or local laws applicable to Contractor's performance of the Work under the Agreement.
  - D. **Rights upon Termination.** Upon any termination, expiration, or other conclusion of the Agreement, Contractor shall only be entitled to payment for all services provided, rendered, and received by District prior to the date of termination and in no event shall Contractor be entitled to any payment or reimbursement as the result of District's termination. In the event of any termination, expiration, or other conclusion of the Agreement, Contractor shall refund a prorated portion of any fees paid by District within thirty (30) days.
  - E. **Transition Assistance.** Upon expiration or earlier termination of the Agreement for any reason, Contractor shall fully cooperate with District's request to transition the services and all District Information to District or a third party designated by District. Such transition assistance shall include Contractor providing specifications, documentation, information and other assistance necessary to enable District or its third-party vendor to provide the services.
  - F. **Protection of Confidential Information after Expiration or Termination.** Upon expiration or earlier termination of the Agreement for any reason, Contractor shall return to District, or, at District's direction, securely destroy, all District Information in any form, recorded on any medium, or stored in any storage system, as follows: (a) burn, pulverize or shred physical assets containing District Information so that such information cannot be read or reconstructed, and (b) destroy or erase digital assets containing District Information so that the information cannot be read or reconstructed.

Unless Contractor communicates in writing that it determined that return or destruction of the District Information is not feasible, an authorized representative of Contractor shall certify in writing to District, within fifteen (15) days after the termination or earlier expiration of the Agreement, that all District Information has been returned or destroyed (as the case may be) and that Contractor no longer retains any such information in any form.

### 3. Payments.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for products and services provided by Contractor's under the Agreement, the fees specified in each **Order Form** ("Fee"). **There shall be no increase in Fees during the Term of the Agreement.** Additionally, District shall not be charged any late fees, or any expenses incurred by Contractor in collecting any past due amounts.
- B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in the Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in providing the products and services under the Agreement ("Expenses").
- C. Method and Schedule of Payment. District shall pay to Contractor the Fee pursuant to invoice from Contractor in accordance with the Agreement.
  - i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized** Expenses incurred during the billing period. All **District-authorized** Expenses shall be documented **with original itemized receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by the Agreement. Invoices must be emailed to [AccountsPayable@mtsac.edu](mailto:AccountsPayable@mtsac.edu) and shall include the invoice date, date(s) of service(s), District's Purchase Order number (if available), and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to the Agreement. An invoice cannot be paid unless the Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under the Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of the Agreement.

5. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates and endorsements must be emailed to [purchasing@mtsac.edu](mailto:purchasing@mtsac.edu) before Work is to commence.

District's receipt of documents that do not comply with the requirements stated herein, or Contractor's failure to provide documents that comply with the requirements stated herein, shall not limit or relieve Contractor of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section and shall not constitute a waiver of any of the requirements in this Section.

6. Personal Information. Contractor shall properly manage and secure **all Personal Information, maintained by the District, Contractor may access in carrying out the scope of work defined in this Agreement,** in accordance with all applicable global,

federal, state, and local laws, rules and regulations. Personal Information is defined as any information provided by District or collected by Contractor in connection with the Work performed under the Agreement:

- That identifies or can be used to identify, contact, or locate the individual to whom such information pertains, or
- From which identification or contact information of an individual person may be derived.

Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, Social Security number, passport number, other government-issued personal identifiers, financial account number, credit or debit card information, medical information, health insurance information, or a user name or email address, in combination with a password or security question and answer that would permit access to an online account. Additionally, to the extent any other information (such as, but not limited to, a personal profile, unique identifier and/or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information.

## 7. Security of District Information.

- A. Ownership of District Information and Data. All District content, copy, pictures, and/or data accessed by or provided to Contractor ("District Information") is owned by District. Upon termination, expiration or other conclusion of this Agreement, all District Information shall be returned to District by Contractor in a usable format as mutually agreed to between the District and Contractor within fifteen (15) calendar days after such termination or expiration, or such other date as mutually agreed to in writing between the District and Contractor.
- B. Prohibition on Unauthorized Use or Disclosure of District Information. Contractor agrees to hold District Information in strict confidence. Contractor shall not use or disclose District Information received from, or on behalf of, District, except as permitted or required by the Agreement, or as required by law. Contractor agrees that it will protect the District Information it receives from, or on behalf of, District, according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- C. District Remedies. If District reasonably determines in good faith that Contractor has materially breached any of its obligations under this Section, District, in its sole discretion, shall have the right to provide Contractor with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. District shall provide written notice to Contractor describing the violation and the action it intends to take.
- D. Maintenance of the Security of District Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted District Information received from, or on behalf of, District or its students. These measures will be extended by contract to all subcontractors used by Contractor.
- Information Security Plan. Contractor shall implement and maintain a written information security program ("WISP") that contains physical, administrative and technical safeguards necessary to ensure the confidentiality, integrity and availability of District Information, including such physical, administrative and technical safeguards as are necessary to ensure that District Information disclosed between Contractor and District is not used or disclosed by Contractor, or by any of Contractor's subcontractors, affiliates, agents or third parties, except as provided in the Agreement.
  - Protection and Detection. Contractor's WISP shall include policies and procedures to detect and protect against all actual or suspected attempt to access or use District Information, or the systems that house such information, or an attempt to compromise the confidentiality, integrity or availability of such information, by an unauthorized person, whether or not such information was actually accessed, used or compromised. Contractor shall cooperate with District's request to complete any security surveys, assessments or audits. Contractor shall promptly correct any deficiencies in its security program that are detected by Contractor or District at no cost to District.
- E. Reporting of Concerns Regarding the Integrity of Software, Unauthorized Disclosures or Misuse of District Information. Contractor, within one (1) business day of discovery, shall report to District any information it receives, discovers, or learns that suggests the Software provided to District may exhibit any defects, errors, vulnerabilities, or other problems that could adversely affect the District (collectively, a "Vulnerability"). Contractor's report shall identify: (i) the nature of the Vulnerability; (ii) the actual or possible nature of the harm District may experience as a result of the Vulnerability; (iii) anyone involved with the Vulnerability including those who may try to exploit the Vulnerability; (iv) what Contractor has done or shall do to mitigate any effect of the Vulnerability; and (v) what corrective action Contractor has taken or shall take to prevent future similar Vulnerability. Contractor shall provide such other information, including a written report, requested by District.
- F. Indemnity. Contractor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of the Agreement.

8. Data Encryption. All data shared under this Agreement must be managed, maintained and stored within the United States of America. Contractor must encrypt all District Information, using secure industry standard protocols, at rest (e.g. database and disk encryption including backups) and in transit (e.g. system-to-client).

9. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under the Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the MT. SAN ANTONIO Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Any concerns or complaints regarding accessibility of the services should be directed to: **[INSERT CONTRACTOR'S POINT OF CONTACT]**.

10. Required Accessibility and Data Security Documents. Contractor shall provide District with a completed Voluntary Product Accessibility Template ("VPAT") and **Higher Education Community Vendor Assessment Toolkit ("HECVAT")** for review and approval by District prior to the start of Work. Additionally, Contractor shall provide an updated VPAT and HECVAT to the District annually. The District may terminate this Agreement immediately if Contractor makes material, non-compliant revisions to its VPAT and/or HECVAT (in the District's sole determination). Contractor hereby certifies that all information provided to District in its VPATs and HECVATs is accurate. All VPATs and HECVATs submitted to the District are incorporated herein by reference with the same force and effect as though fully set forth herein. Failure to provide VPAT and/or HECVAT on an annual basis may be considered a material breach of this Agreement.

11. Service Availability. Contractor's website will be operational and available to District at least 99.8% of the time in any calendar month.

- A. "Unscheduled Downtime" is defined as a period of time when the Contractor's website is not available to District.
- B. "Unscheduled Downtime Period" means a period of ten (10) consecutive minutes of Unscheduled Downtime.
- C. "Monthly Uptime Percentage" is measured on a monthly basis by taking the total number of minutes in a calendar month minus the number of minutes of Unscheduled Downtime suffered from all Unscheduled Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

In the event of any Unscheduled Downtime projected to last longer than thirty (30) minutes, Contractor shall promptly notify the District, in writing, and such notice shall include the status of the Unscheduled Downtime. For any month in which the Contractor's Monthly Uptime Percentage falls below 99.8%, District will be eligible to receive a credit of one percent (1%) off of the annual Fee paid by District ("Service Credit") for each full percentage point that the Monthly Uptime Percentage falls below 99.8% during that month. Service Credits will be applied against the following year's annual Fee, and if service is discontinued for any reason, the Service Credit shall be in the form of a refund at the end of service.

12. Modifications to Software. Contractor shall provide thirty (30) days' notice of any modifications to be made to the software. District reserves the right to approve any modifications, changes, or additions to the software. District may terminate the Agreement if any modifications substantially affect District's use of the software, at District's sole discretion. A prorated refund of any paid fees will be provided to District within thirty (30) days of termination.

13. Availability of District Information. District may request copies of District Information at any time for any purpose. Upon such request, Contractor will make available to District a copy of all District Information for secure download within ten (10) business days. District Information shall be provided by Contractor in a usable format as mutually agreed upon between the Parties.

14. Data Backup. Contractor will conduct regular backups of all District Information. Contractor shall adhere to standard information services industry practices by maintaining backup copies of District Information to allow for recovery in the event of loss, corruption or other similar event or circumstances that may occur in the process of performing the Work under the Agreement. District may request copies of District Information backups for archival purposes. Upon such request, Contractor will make available to District a copy of all District Information for secure download within ten (10) business days in a mutually agreeable format.

15. Disaster Recovery. Contractor shall have in place comprehensive a disaster recovery plan including contact information that specifies the procedures to be followed with respect to the Work to be provided under the Agreement in the event Contractor's facilities or equipment are destroyed or damaged. Contractor shall make such plans available to the District for review and from time to time upon District's written request, Contractor shall deliver a copy of its then-current disaster recovery plan to District. Such plans shall provide for backup and record protection for data relating to the District. Contractor shall test the plan annually and shall promptly implement such plan upon the occurrence of a disaster or business interruption.

16. Representations and Warranty. Contractor represents and warrants that it has administered privacy and confidentiality training to all of its employees and subcontractors before they are permitted to access to District Information, and that Contractor's certifications (for example, SSAE-16, SysTrust, PCI DSS, VPAT) are valid and accurate and will remain so throughout the Term of the Agreement.

Contractor warrants that to the best of its knowledge at the time of delivery, Software (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to computers, data, or software), and (ii) shall not infringe or violate any intellectual property right. Without limiting the generality of the foregoing, if District believes harmful code may be present in any software delivered, Contractor shall, upon District's request, provide a master copy of the Software for comparison and correction.

Where Contractor resells hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor shall pass through any such warranties to District and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from Contractor's warranty obligations set forth above.

17. Right to Audit. Contractor shall make its policies, practices, books, records, systems and facilities related to District Information, and the requirements and obligations set forth in the Agreement, available to District, and their respective auditors, for the purpose of determining Contractor's compliance with applicable laws, rules, and regulations, and the terms and conditions of the Agreement. Contractor shall ensure such audit right extends to subcontractors who have access to District Information. If it is determined that Contractor is in violation of applicable laws, rules, and regulations, or the terms and conditions of the Agreement, Contractor shall promptly remedy any such violation to the extent applicable to Contractor and shall immediately certify the same in writing to District.

18. PCI Compliance. **[IF APPLICABLE]** Contractor affirms that, as of the Effective Date, it has complied with all applicable requirements to be considered Payment Card Industry Data Security Standard ("PCI DSS") compliant, and has performed the necessary steps to validate its compliance with the PCI DSS. Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance not more frequently than annually upon request by District. Contractor agrees that it is responsible for the security of all cardholder data that it obtains or possesses on District's behalf with respect to those transactions, including but not limited to the functions relating to storing, processing, and/or transmitting such cardholder data.

19. Compliance with Data Privacy Laws. Contractor shall be solely responsible for ensuring its services and its actions comply with all applicable state, federal, and international data privacy and security laws and regulations, including without limitation Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), California Consumer Privacy Act ("CCPA"), and the European Union General Data Protection Regulation ("GDPR") (EU 2016/679) (collectively, the "Privacy Laws"). To ensure compliance with the Privacy Laws, Contractor shall have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of personal information (the "Policies"). Contractor shall have at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements. Contractor further certifies that it: (i) has not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law. Contractor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of the Agreement.

20. Exclusion of Limitation of Liability. The liability of Contractor to District for any reason and upon any cause of action related to the Agreement whether in tort or in contract or otherwise shall not be limited. Any reference to a limitation of liability in any of Contractor's agreements, terms of use, policies, or any other documentation is hereby deleted.

21. Electronic Software Tax Liability. Contractor agrees to deliver purchased software solely in an electronic form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to the District in tangible form and shall defend and indemnify the District for any and all tax liability resulting from Contractor's failure to deliver the software as required by the Agreement.

22. Trademark/Logo Use. Contractor must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into the Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

23. Independent Contractor. In the performance of the Work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Work, District being interested only in the results obtained. Contractor, in the performance of the Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided



employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the services to be provided under the Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

24. Use of Subcontractors or Third Party Vendors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of the Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions.

25. Assignment. The obligations of either party pursuant to the Agreement shall not be assigned without the express, written approval of the other party.

26. Applicable Law, Venue, and Interpretation. The Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret the Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in the Agreement constitutes a waiver of immunity to suit by District. The provisions of the Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

27. Dispute Resolution. In the event of any dispute arising under the terms of the Agreement, the Parties shall meet and confer within seventy-two (72) hours of the request of any Party with the objective of negotiating in good faith to resolve such dispute. If within seven (7) calendar days of this meeting, or such longer period as may be mutually agreed upon by the Parties, the dispute cannot be resolved by the Parties' mutual satisfaction, the Parties shall mutually select a mediator to facilitate the resolution of the dispute through mediation. The mediator shall conduct the proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided that each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation. Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the Parties as a method of resolving disputes that would arise under the Agreement.

28. Force Majeure. Neither Party shall be deemed in default or in violation of the Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

29. Notices. All notices or other communications required or permitted under the Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

District: Mt. San Antonio Community College District  
Attn: Vice President, Administrative Services  
1100 N. Grand Ave.  
Walnut, CA 91789  
Phone: (909) 274-7500

Contractor: [INSERT CONTRACTOR'S NAME]  
[IF BUSINESS INSERT CONTRACT PERSON'S NAME]  
[INSERT ADDRESS]  
[INSERT CITY, STATE, ZIP]  
[INSERT PHONE NUMBER]  
[INSERT EMAIL ADDRESS]

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under the Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

30. Entire Agreement/Amendment. The Agreement documents consist of the Agreement and this Addendum, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of the Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Addendum, (b) provisions set forth in the Agreement, (c) provisions set forth in any referenced attachments or exhibits to the Agreement attached or incorporated thereto by reference. This Addendum and Agreement also supersedes all click-through, click-wrap, shrink-wrap, Terms of Use, Terms of Service, Privacy Policy, or other End User License Agreements.

31. Certification Regarding Debarment, Suspension or Other Ineligibility.

- A. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- B. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.ii. above, of this certification;
  - iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - v. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - vi. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree the signatures below constitutes the Parties' acceptance of and agreement to this Addendum.

CONTRACTOR

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_

Signature of Authorized Representative

Print Name

Print Title

Date

BY: \_\_\_\_\_

Signature of Authorized Representative

Print Name

Print Title

Date

District's Board of Trustee's Approval/Ratification Date:

\_\_\_\_\_  
District Initiating Department

\_\_\_\_\_  
District Contact Name

\_\_\_\_\_  
District Contract #