

STANDARD ADDENDUM

for all Contracts or Agreements between Barnard College and any third party Vendor or Consultant.

Notes on using this template: This Addendum can be attached to most third party Vendor agreements to bring the Agreement into compliance with Barnard College standard terms and conditions. (It is not applicable to Construction Agreements.) Please note further: the ADDENDUM is **NOT** in ready-to-go condition – you must delete these notes and then adapt it to your specific agreement ((i) replace the term “**Other Party**” with the Vendor or Consultant and (ii) you may need to delete some clauses). If the Vendor is unwilling to sign the Standard Addendum, then the Barnard College person in charge of the Contract will have to negotiate any or all of the clauses individually. Any changes in Insurance, Indemnity, Limitation of Liability or Waiver of Subrogation must be reviewed by VP of Campus Services (Risk Manager) and General Counsel. Using this template is not a guarantee that you will get the contract you need. Read all contracts very carefully and negotiate all the terms and conditions to meet the College’s needs and expectations. If you have questions, particularly on technical areas, please contact the Director of Purchasing for assistance.

The following Clauses are included in this Addendum:

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| 1. Assignment | 11. Tax Exemption |
| 2. Governing Law/Venue | 12. Compliance with Laws/Policies |
| 3. Confidentiality of Information | 13. Non-Waiver |
| 4. Entire Agreement | 14. Notice |
| 5. Force Majeure | 15. Ownership |
| 6. Indemnification | 16. Independent Contractor |
| 7. Insurance | 17. Tax Exemption |
| 8. Limitation of Liability | 18. No Authority |
| 9. Names and Trademarks | 19. Severability |
| 10. Conflicts | 20. Term and Termination |
| | 21. Signature Authority |

Addendum to Agreement
between Barnard College and

dated _____

This ADDENDUM is attached to and forms part of the Agreement between Barnard College and _____(insert the name of company or consultant) _____ as of _____(date)_____. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

Assignment

Neither party shall assign or delegate its rights and obligations under this Agreement or any part hereof without the prior written consent of the non-assigning or non-delegating party.

Governing Laws/Venue

All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New York, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be in the State or Federal courts located in the state of New York.

Confidentiality of Information

Other Party agrees to keep confidential and not to disclose to third parties any information provided by College pursuant to or learned by **Other Party** during the course of this Agreement unless **Other Party** has received the prior written consent of College to make such disclosure. This provision shall survive expiration and termination of this Agreement. This obligation of confidentiality does not extend to any information that: 1) Was in the possession of Consultant at the time of disclosure by College, directly or indirectly; 2) Is or shall become, through no fault of **Other Party**, available to the general public; or 3) Is independently developed and hereafter supplied to **Other Party** by a third party without restriction or disclosure.

This provision shall survive the termination of this Agreement for any reason.

Entire Agreement

This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

Force Majeure

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, acts of terrorism or other hostilities, litigation, war or other act of any foreign nation, power of government, or governmental agency or

authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

Indemnification

To the fullest extent permitted by law, **Other Party** shall defend, indemnify and hold harmless Barnard, its officers, employees, current and former trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, (collectively, "Claims") arising out of the intentional or negligent acts or omissions in the performance hereunder by **Other Party**, its agents, employees, subcontractors and consultants, or **Other Party's** failure to render services in compliance with this Agreement, even in the event College is alleged or found to be partially negligent.

Insurance [to be provided by Gail]

Limitation of Liability

Notwithstanding anything contained in the Agreement that this ADDENDUM is attached hereto, nothing in this Agreement shall limit the liability of the **Other Party under law or custom**.

Names and Trademarks

No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any **Other Party** hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context.

Conflicts

Other Party represents that no trustee, officer, employee or any other person affiliated with Barnard and having involvement with this Agreement (1) is affiliated with the **Other Party**, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance contemplated hereunder.

Tax Exemption

The Parties acknowledge that Barnard is a tax-exempt entity. **Other Party** will take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of Barnard.

Compliance with Laws/Policies

Other Party warrants that it will comply with all federal, state and local laws as well as Barnard policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action.

Non-waiver

Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each Party's obligations in respect thereto shall continue in full force and effect.

Notice

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier services or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such addresses as the parties may from time to time direct in writing;

College:

With a copy to:

[Department Contact]
Barnard College
3009 Broadway
New York, NY 10027
Phone: (212) 854-

Office of the General Counsel
Barnard College
3009 Broadway
New York, NY 10027
Phone: (212) 854-2088

Consultant:

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

Ownership

Any and all works created by **Other Party** pursuant to this Agreement (the "Works") shall be deemed works made for hire and all rights pertaining to the Works, including, without limitation, all copyrights, shall belong to and shall be the sole and exclusive property of Barnard.

Other Party shall also execute all papers and perform all such other acts as Barnard may deem necessary to secure for Barnard or its designee all such rights herein assigned.

This provision shall survive expiration and termination of this Agreement.

Independent Contractor

Other Party is an independent contractor and not an employee or agent of Barnard. **Other Party** shall be solely responsible for any unemployment or disability insurance payments, or payments that may be required by Federal, State or local law with respect to any sums paid to **Other Party** hereunder. **Other Party** shall not be entitled to any College employee benefit of any nature whatsoever. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between **Other Party** and Barnard College.

Other Party will defend, indemnify and hold harmless Barnard from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including but not limited to attorney's fees, in connection with any claim that **Other Party** is an employee of the College.

Tax Exemption

The parties acknowledge that the College is a tax exempt entity. **Other Party** shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of College.

No Authority

The **Other Party** shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement that binds the College. The **Other Party** shall not in connection with any services provided to or on behalf of the College represent to any person or entity that the **Other Party** is associated with the College in any capacity other than that of an independent contractor.

Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Term and Termination

This contract is effective on [DATE] and will terminate on [DATE]. The College reserves the right to terminate this agreement at any time with ____ days notice for any reason or no reason.

Signature Authority

No student may bind Barnard College to a contract.

The individuals signing below hereby represent and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their organization and that this Agreement is binding upon each party and organization in accordance with its terms.

Barnard College

Other Party

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____