



University of West Georgia Addendum

This Addendum (“Addendum”), effective On this day _____ forms part of any agreement, including the Terms and Conditions or Terms of Use (“Agreement”) by and between _____. (“Supplier”) and the Board of Regents of the University System of Georgia, by and on behalf of the University of West Georgia (“UWG”, or “University”), and sets forth the terms and conditions relating to the parties obligations pursuant to the Agreement.

All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified.

Now therefore, in good and valuable consideration, the sufficiency of which is hereby acknowledged, Supplier and UWG agree as follows:

BACKGROUND CHECK

The Supplier shall perform security clearance background checks on all Supplier’s officers, agents, employees, assigned to have access to the University’s premises. The University reserves the right to immediately remove any individuals. The University reserves the right to require additional background checks be made on any of Supplier’s officers, agents, employees assigned to have access to the University’s premises.

Suppliers maintain full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to State, Federal, Local and USG Guidelines. The Supplier will review the results of the background check. The institution should not receive the results of these checks, but only employees that have passed background check should be assigned. The Supplier will indemnify the institution against the actions of Supplier employees.

The level of background check required needs to be sufficient to inform the Supplier if there are any issues in the background of an employee that should disqualify that employee from working on campus for Supplier. Should the Supplier not require a sufficient background check and/or ignore items on a background check and harm should befall UWG and/or our invitees, the Supplier will be held liable for the failure to fulfill this requirement.

SEXUAL HARASSMENT PREVENTION

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the University of West Georgia's Non-Discrimination and Anti-Harassment Policy (the "Policy"), all Suppliers who are on State premises or who participate in any University program or activity must comply with the Non-Discrimination and Anti-Harassment Policy.

If Supplier has employees and subcontractors that are on University premises or participate in any University program or activity, Supplier certifies that:

Supplier will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the University of West Georgia Georgia Non-Discrimination and Anti-Harassment Policy located at: <https://uwg.policystat.com/policy/10644817/latest>

OPEN RECORDS CLAUSE

Notwithstanding anything contained herein, the parties acknowledge that the University of West Georgia is required to comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. The parties agree that a disclosure by the University of West Georgia pursuant to such Act shall not be a violation of the provisions of this Agreement.

FUNDING

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that University of West Georgia, as an agency of the State of Georgia, is prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of University of West Georgia as of that moment. University of West Georgia shall remain obligated to pay for Services performed and accepted by University of West Georgia prior to such termination. The determination of University of West Georgia of the events stated above shall be conclusive.

USG ETHICS POLICY

Supplier shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Supplier and Supplier's employees will be required to know and adhere to the Title IX policy.

INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless the University and the Board of Regents of the University System of Georgia, and each of their respective officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including but not limited to, any claim for any injury to or the sickness or death of, any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of goods and services from Supplier.

FORCE MAJEURE

Notwithstanding any other provision herein, in the event that performance of the Agreement shall be prevented or delayed by an act of God, physical disability, or any other cause beyond reasonable control, the parties will be relieved of their obligations with respect to performance. This includes any declaration of emergency at the state or national level which directly impacts the performance of the Agreement. In addition, this section includes guidance by the World Health Organization and/or Centers for Disease Control and Prevention regarding any state, national or worldwide health emergency.

GOVERNING LAW

This agreement shall be governed by the laws of the state of Georgia. Further, both parties agree to be bound by the State of Georgia's contracting laws including O.C.G.A. § 50-5-64.1.

CLERY ACT STATEMENT

If Supplier is providing a physical security related service, when Supplier's personnel are working on University of West Georgia (University) owned, leased, or controlled properties, they are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). As such, any employee of the company who works at any location that is owned, leased or controlled by the University is required to immediately report any crime reported to him/her to the reporting structure of the institution, which is the University Police Department. The Supplier must add this requirement to the Standard Operating Procedures that are read by the officers and supervisors who work on University owned, leased or controlled properties. Additionally, Supplier must promptly share documentation of all incidents of crime reported to or observed by Supplier's employees while working for the University to assist the University in meeting the records retention requirements of the Clery Act.

CLERY ACT NOTICE

The Annual Security & Fire Safety Report is available online at <https://www.westga.edu/cleryact>.

The report contains information regarding campus safety and security including topics such as: campus law enforcement authority; crime reporting policies; campus alerts (Timely Warnings and Emergency Notifications); fire safety policies and procedures; programs to prevent dating violence, domestic violence, sexual assault and stalking; the procedures the University will follow when one of these crimes is reported; and other matters of importance related to security on campus. The report also contains information about crime statistics for the three most recent calendar years concerning reported crimes that occurred on campus; ~~in on-campus Student Housing Facilities; in non-campus buildings or property owned or controlled by the University or a recognized student organization; and on public property within, or immediately adjacent to and accessible from, the campus.~~ The report also contains fire statistics for any fires occurring in an on-campus student housing facility during the three most recent calendar years. If you would like to receive a paper copy, please email clery@westga.edu.

Additional Terms:

- The Supplier is required to ensure that employees adhere to the Campus Carry law. Please refer to <https://uwg.policystat.com/policy/12408404/latest>
- The University operates in a smoke free environment: <https://uwg.policystat.com/policy/13239761/latest/>
- The Supplier shall inform his/her employees that UWG is a state educational facility and is covered under the Drug Free Work Place Act - O.C.G.A. Sec. 50-24 (1990 H.B. No.9). Any contract employee found on campus in possession of controlled substances will be prosecuted.
- Supplier's employees shall not consume alcohol while on University premises, and shall not be under the influence of alcohol while working. Please refer to: <https://uwg.policystat.com/policy/13239761/latest/>

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.

SUPPLIER: _____
Address: _____
Phone: _____

The Board of Regents of the University
System of Georgia, by and on behalf of the
University of West Georgia

Authorized Signature (Supplier)

Authorized Signature (UWG)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____