

COVID-19 ADDENDUM (FOR ONSITE SERVICES)

This Addendum to Agreement made this ____ day of _____, 202_ by and between _____ (“CONTRACTING PARTY”) and New York Institute of Technology (“NYIT”) located at Northern Boulevard, Old Westbury, NY 11568.

Whereas CONTRACTING PARTY and NYIT have agreed to amend certain portions of the Agreement dated _____ (the “Original Agreement”).

NOW, THEREFORE, it is agreed:

This Addendum to Agreement hereby is incorporated in and made a part of the Original Agreement (and together they are referred to hereinafter as this “Agreement”). The parties agree that effective immediately, the following terms are added to the Original Agreement:

1. CONTRACTING PARTY shall make best efforts to adhere to current state and federal guidelines and mandates concerning testing, social distancing, personal protective equipment and hygiene as those mandates and guidelines relate to the services performed under this Agreement.
2. CONTRACTING PARTY shall maintain written employee policies and procedures concerning social distancing, personal protective equipment and hygiene in accordance with applicable state and federal guidelines and mandates. These policies and procedures will be made available to NYIT upon written request.
3. At its sole cost, CONTRACTING PARTY shall supply its employees with all necessary personal protective equipment necessary to avoid unreasonable exposure or transmission of the SARS-CoV-2 virus to others.
4. CONTRACTING PARTY agrees that it and all of its employees, agents and contractors shall abide by all NYIT campus safety guidelines, including but not limited to, guidelines relating to temperature checks, social distancing and face coverings.
5. In the event that CONTRACTING PARTY discovers that one of its employees tests positive for COVID-19, it shall immediately cause the affected employee to be removed from the NYIT jobsite and notify NYIT of such positive result.
6. CONTRACTING PARTY shall receive from all employees performing services on NYIT jobsites, releases allowing CONTRACTING PARTY or NYIT to comply with any contact tracing laws or governmental mandates.
7. Notwithstanding any language in the Original Agreement to the contrary, and if the Original Agreement amount payable by NYIT is in excess of \$25,000.00 or if NYIT has paid out to CONTRACTING PARTY funds in excess of \$25,000.00 in the 365 days prior to the effective date of this Addendum, in the event of a positive test of COVID-19 by one of its employees, CONTRACTING PARTY agrees that it shall be responsible for the cleaning and disinfection costs incurred by NYIT to treat interior areas where the affected

employee may have been present. Such costs shall not exceed \$2,000.00 which is the estimated cost of one shift of disinfection treatment incurred by NYIT.

8. Failure to abide by these terms and conditions, may at NYIT's option result in immediate termination of this Agreement and denial of the CONTRACTING PARTY's access to future procurement activities.

All other provisions of the Original Agreement shall remain unchanged.

New York Institute of Technology

CONTRACTING PARTY

Name & Title