



MODIFICATIONS

Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

- A.** Provide any defense, hold harmless or indemnity.
- B.** Waive any statutory or constitutional immunity.
- C.** Apply the law of a state other than New Jersey.
- D.** Procure types or amounts of insurance beyond those Rowan University already maintains or waive any rights of subrogation.
- E.** Add any entity as an additional insured to Rowan University policies of insurance.
- F.** Pay attorneys' fees, costs, expenses, or liquidated damages.
- G.** Promise confidentiality in a manner contrary to New Jersey's Freedom of Information Act.
- H.** Permit an entity to change unilaterally any term or condition once the contract is signed.
- I.** Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- J.** Agree to automatic renewals for term(s) greater than month to-month.

By signing the terms and conditions, contract, bid, or other offer to do business with the University your entity understands and agrees that:

- A.** The above Agreement provisions will not be modified and are thereby incorporated into any agreement entered into between the University and your entity; that such terms and conditions shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- B.** The above Agreement provisions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary.
- C.** Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other end users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.

Name of Company			
Signature		Date	