

**ADDENDUM  
COVID-19  
UNION COLLEGE POLICIES ON SEXUAL MISCONDUCT and ANTI-DISCRIMINATION  
CRIMINAL BACKGROUND CHECK  
FORCE MAJEURE**

\_\_\_\_\_ and  
**THE TRUSTEES OF UNION COLLEGE IN THE TOWN OF SCHENECTADY IN THE STATE  
OF NEW YORK a/k/a UNION COLLEGE**

This Addendum regarding the above-captioned matters (“Addendum”) hereby amends and is incorporated into the \_\_\_\_\_ Agreement (“Agreement”) entered into by and between by and between \_\_\_\_\_, with its main office located at \_\_\_\_\_, and its subcontractors/agents (hereinafter “CONTRACTOR”) and The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College with its main office located at Armand V. & Donald S. Feigenbaum Hall, Union College, 807 Union Street, Schenectady, New York 12308 (hereinafter “OWNER”). This Addendum’s effective date is \_\_\_\_\_, 2021.

- 1. COVID-19 — CONTRACTOR Release:** CONTRACTOR acknowledges that its assigned partners, shareholders, trustees, employees, subcontractors, and agents (“Assigned Parties”) are assuming risks involving potential exposure to contagious viruses, including the COVID-19 virus. CONTRACTOR agrees to release OWNER, its Trustees, agents, and employees from any and all damages, liabilities, claims, expenses, or loss resulting from or arising out of providing services at OWNER’s campus related to potential exposure to the COVID-19 virus.
- 2. CONTRACTOR on Campus Personnel:** CONTRACTOR agrees to comply with the applicable provision checked below:  
 CONTRACTOR’s Assigned Parties perform ongoing operational needs and will have a sustained presence on campus (e.g., dining services and cleaning). CONTRACTOR will be required to demonstrate that all staff on campus are fully vaccinated.  
 CONTRACTOR’s Assigned Parties work on time-limited, special projects (e.g., construction) and must adhere to the safety protocols established for unvaccinated individuals (see attached).  
 CONTRACTOR’s Assigned Parties are delivery persons who are only on campus sporadically and for short periods of time (e.g. bottled water delivery) and must adhere to safety protocols established for unvaccinated individuals (see attached).
- 3. CONTRACTOR’s Compliance:** CONTRACTOR is required to submit a statement on its letterhead attesting that it will remain in compliance with the relevant requirements set forth in this Addendum. CONTRACTOR also agrees to promptly provide evidence of compliance upon request from OWNER.
- 4. OWNER’S Sexual Misconduct and Anti-Discrimination Policies:** OWNER is an equal opportunity institution and has in place a Sexual Misconduct Policy, a Policy Prohibiting Bias Acts, and a Policy Prohibiting Discrimination, Harassment, and Retaliation, based upon an individual’s protected status, which prohibits discrimination and harassment directed against persons because of their race, religion, creed, ethnicity, color, national origin, gender, pregnancy, age, sexual orientation, genetic information, gender identity, marital status, veteran status, domestic violence victim status, disability or other basis identified in federal or state law. In operating on OWNER’s campus, CONTRACTOR and its agents and employees agree to be bound by all applicable anti-discrimination federal, state, and local laws, rules, regulations, orders, instructions, other directives, New York State legal mandates requiring employers to

adopt prevention of sexual harassment policies containing minimum standards to which all employees must acknowledge receipt and publication of flyers directing employees where to file complaints, and OWNER's Policies stated above. These Policies are intended to require, among other things, that CONTRACTOR, subcontractor(s), service providers, and their agents and employees take affirmative steps to promptly respond to, and effectively address, an informal or formal complaint, or any reported information that may result in a complaint, by one of their employees of harassment and/or discrimination upon gaining knowledge of such complaint and to promptly notify OWNER that the complaint has been appropriately addressed.

5. **Criminal Background Check:** CONTRACTOR warrants that it has performed a criminal background check on all Assigned Parties to be on OWNER'S campus. CONTRACTOR will provide OWNER's \_\_\_\_\_ the results of the criminal background checks all Assigned Parties to be on campus. OWNER reserves the right to reject the assignment of any party by CONTRACTOR based upon the criminal background check.

6. **Force Majeure:** Neither party shall be liable for failure or delay to perform obligations under this Agreement which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include natural disasters or acts of God; acts of terrorism, labor disputes or stoppages; war; governmental acts or executive orders which result in the closure of OWNER due to the COVID-19 pandemic; or national or regional emergencies. Written notice of a party's failure or delay in performance due to the force majeure must be given to the other party not later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agreement, when feasible, not to cancel but schedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

<p><b>The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College</b></p> <p>OWNER</p> <p>by _____</p> <p>name _____</p> <p>its _____</p> <p>date _____</p>	<p>CONTRACTOR _____</p> <p>by _____</p> <p>name _____</p> <p>its _____</p> <p>date _____</p>
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