



## PROTECTION OF MINORS CONTRACT ADDENDUM

This Addendum (the "Addendum"), dated \_\_\_\_\_, 20\_\_ (the "Effective Date"), modifies the terms of \_\_\_\_\_ (the "Agreement"), dated \_\_\_\_\_, 20\_\_, by and between Trustees of Boston University ("University") and \_\_\_\_\_ ("Program").

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Conflicting Terms. Wherever the terms of this Addendum and the Agreement (including any online terms and conditions which may apply to the Agreement) conflict, the provisions of this Addendum will govern and the Agreement shall be construed accordingly. Silence does not constitute a conflict.
2. Policy and Procedures. Program acknowledges receipt of University's Protection of Minors Policy and Procedures (the "Policy").
3. Certifications. By signing below, the Program certifies as to the following:
  - a. The Program's background check requirements for Program owners, operators, employees, agents, and volunteers comply with the University's Policy and applicable Massachusetts laws;
  - b. The Program has conducted training required by the Policy and applicable Massachusetts laws;
  - c. The Program will report known or suspected abuse or neglect of a minor in accordance with University reporting protocols; and
  - d. The Program complies with applicable laws and regulations concerning minors (the "Law"), including, without limitation, the Massachusetts Department of Public Health regulations set forth at 105 CMR 430.000, the Massachusetts Mandated Reporter Law (M.G.L. c. 119, s. 51A).
4. Releases. Prior to the start of the Program, the Program will ask participants' parents or guardians to execute a release in the form attached as Exhibit A. The Program is responsible for collecting and returning the releases to the University school, college, or administrative unit coordinating the Program prior to the first day of the Program. An individual may not participate in the Program unless and until the Program has collected a release and submitted it to the University.
5. Violations. In the event that Program violates or is suspected of violating the Policy or the Law, University may terminate the Agreement with immediate effect.

6. Indemnity. In addition to any indemnification obligations under the Agreement, Program shall indemnify, defend, protect, and hold harmless University, its departments, partners, officers, directors, shareholders, board members, representatives, agents, consultants, employees, affiliates, subsidiaries, and their respective successors and assigns (each an "Indemnitee" and collectively, the "Indemnitees") from and against all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable attorneys' fees and costs of suit) ("Indemnified Claims") arising from Program's breach of any representation, warranty, obligation, or covenant of the Addendum or negligence or willful misconduct resulting in bodily injury or property damage to Program, Indemnitee(s) or any third party.

7. Insurance. In addition to any requirements for insurance under the Agreement, Program shall take out and maintain, during the life of the Agreement, General Liability insurance coverage that includes coverage for acts of sexual abuse or molestation committed by its owners, operators, employees, agents, or volunteers providing for a limit of at least \$1 million per occurrence and \$2 million policy aggregate. All insurance required of the Program shall be written on "occurrence" form policies with companies acceptable to the University. As evidence of such insurance, Certificates of Insurance shall be delivered to the University at least fourteen (14) days prior to the first day of the Program. Such certificates shall show any special coverage provisions required and shall provide for 30 days' notice of cancellation, material change or intent not to renew. Certificates should be addressed to the University's Office of Risk Management.

**IN WITNESS WHEREOF**, the parties have executed this Addendum under seal as of the Effective Date.

PROGRAM

TRUSTEES OF BOSTON UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_