

CLERY ACT ADDENDUM

This Clery Act Addendum (this “Addendum”) is dated as of _____, 20__ , by and between _____ (the “Contractor”) and _____ (the “University”) (collectively referred to as the “Parties”).

Recitals:

- A. The Jeanne Clery Campus Safety Act 20 U.S.C. § 1092(f), as amended (the “Clery Act”) requires institutions of higher education to, in part, publish specific crime statistics on an annual basis. The crime statistics must include not only certain crimes that occur on campus, but also must include certain crimes that occur on non-campus property owned by a third party that the University uses. The purpose of this Addendum is to ensure the University’s fulfillment of the reporting obligations required by the Clery Act through the Contractor’s disclosure of the crimes described below.
- B. Contractor and University entered that certain agreement to which this Addendum is attached, which is incorporated herein by reference (the “Agreement”).
- C. In an effort to comply with the Clery Act, the parties desire to supplement the terms of the Agreement with the terms and certifications described in this Addendum:

Agreement:

Now THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby expressly agree as follows

- (1) **Use of Contractor Space:** To the extent that the Agreement relates to the use of the Contractor’s space, Contractor shall comply with the following crime disclosure requirements: Contractor shall disclose to the University the occurrence of Clery Act Crimes (described below), should they occur either in the space used by the University or in public areas an individual would normally pass through to access the space used by the University. The Clery Act Crimes only need to be reported if they occur during the time(s) in which the University is utilizing the space. All crimes disclosed by Contractor should comply with federal and Texas state privacy laws and should only include the minimal information provided below. Contractor agrees to supply the crime statistics described below to the University within 3 business days of the crime being reported to the Contractor. The University will then provide the crime information to its police department or office tasked with completing the annual security report for the University.

Clery Act Crimes that Contractor must report are the following:

- murder, non-negligent manslaughter, negligent manslaughter, forcible sex offenses, non-forcible sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, and arson (“Primary Crimes”). Arson should only be reported if evidence arises during the course of an investigation that indicates that arson was the cause of a fire. The remainder of the Primary Crimes should be reported to the University, regardless of whether police investigations have begun;
- dating violence, domestic violence, and stalking (“VAWA Crimes”);
- arrests and disciplinary referrals for violations of liquor laws, drug abuse laws, and weapons possession laws;
- hazing; and

- crimes motivated by the offender’s bias related to race, religion, ethnicity, gender, gender identity, sexual orientation, national origin, or disability (“Hate Crime”). If a crime is found to be motivated by the biases listed above, then the crimes that must be disclosed to the University include not only Primary Crimes, but also larceny, simple assault, intimidation, and vandalism.

Contractor agrees to disclose not only the occurrence of the Clery Act Crimes but also: the date and time of the crime, location of the crime, and the number of victims involved in the crime.

- (2) **Services:** To the extent that the Agreement covers services rendered by Contractor, or an individual who meets the definition of a campus security authority (“CSA”) as articulated in the Clery Act and as provided below, the Contractor shall comply with the following obligations: a CSA who receives crime information regarding Clery Act Crimes, and believes the information was provided in good faith, must document the information as a crime report. The CSA must make a reasonable, good faith effort, when the crime is initially disclosed to him or her, to acquire details, for Clery purposes, regarding: the nature, location, time, and date of the crime, and whether it may have been motivated by bias.

The definition of a CSA is as follows:

A campus police department or a campus security department of an institution or any individual or individuals who have responsibility for campus security but who do not constitute a campus police department or a campus security department under paragraph (1) of this definition, such as an individual who is responsible for monitoring entrance into institutional property. 34 C.F.R. § 668.46 (a).

- (3) The terms of this Addendum shall prevail if there is a conflict with the terms of the Agreement.
- (4) This Addendum is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- (5) The Agreement, as supplemented hereby, is ratified and confirmed by the Parties as being in full force and effect.

EXECUTED as of the date first written above.

CONTRACTOR

UNIVERSITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____