

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into as of this _____ day of _____, 20__ , by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its _____ ("University"), and _____, a _____ ("Supplier").

University hereby engages Supplier to provide the Services (hereinafter defined), and Supplier hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Supplier shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the "Services"). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Supplier's industry.
2. **Term.** The term of this Contract is set forth on Exhibit A.
3. **Compensation and Payment.** University shall pay Supplier as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Supplier shall not be entitled to any other fees, reimbursements or compensation under this Contract. Supplier shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Supplier. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.
4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.
5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

UNIVERSITY:
The University of Florida Board of Trustees
for the benefit of _____

SUPPLIER:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

1. **Scope of Services (Section 1).**

2. **Term (Section 2).** The term of this Contract shall begin on _____ and terminate on _____. The term of this Contract may be extended by University for an additional period of _____ year(s). If University desires to exercise this extension right, it shall so notify Supplier no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

4. **Notices (Section 4).**

University:

Supplier:

Attention: _____

Attention: _____

Phone:
Cell:
Fax:
Email:

Phone:
Cell:
Fax:
Email:

EXHIBIT B
UNIVERSITY OF FLORIDA CONTRACT ADDENDUM
STANDARD TERMS AND CONDITIONS

Availability of Funds. The University's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

Tax Exempt. The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-8012646174C-8.

Payment. Supplier shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Supplier is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Supplier, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Suppliers experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

Relationship of the Parties. Supplier is an independent contractor, and neither Supplier nor Supplier's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Supplier shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Supplier represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Supplier also assumes such risk with respect to the willful or negligent acts or omissions of Supplier's subcontractors or persons otherwise acting or engaged to act at the instance of Supplier in furtherance of Supplier fulfilling Supplier's obligations under the Agreement.

Confidentiality of Information. If Supplier is exposed to UF's confidential information, Supplier will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Supplier prior notice. This provision shall survive termination of the Agreement.

General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Supplier by UF or as a waiver of sovereign immunity beyond that

provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Supplier's employees or grants of exclusivity to Supplier are null and void. D. The University cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Supplier will have and maintain types and amounts of insurance that at a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

Sovereign Immunity. The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any supplier; (ii) be liable for supplier's attorneys' fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

Ownership of Works. All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Supplier pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Supplier hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.

Payment Card Industry Data Security Standard. For e-commerce business and/or credit card transactions, Supplier agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard.

Payment and Invoice Information. All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

Force Majeure. “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Supplier shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Supplier shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

Indemnification. The Successful Supplier shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Supplier, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Supplier’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University of Florida Board of Trustees, University, or its officers, agents, and employees. **DUE TO ITS SOVEREIGN IMMUNITY, UF WILL NOT AGREE TO INDEMNIFY SUPPLIER.**

Public Records. All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, email: PR-Request@ufl.edu, PO Box 113156, Gainesville, FL 32611-3156**

Travel. Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University's travel policy (<http://www.fa.ufl.edu/directives-and-procedures/travel/>) and Supplier shall be required to provide all back-up documentation required by the policy.

Conflict of Interest. Suppliers must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Supplier must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Supplier's business.

State Vendor Lists. Supplier represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

Notices. All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Supplier, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Termination. UF may terminate this Agreement by giving Supplier prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Supplier to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Supplier in conjunction with this Contract.

Miscellaneous. This Contract may be modified or altered only by written agreement signed by both University and Supplier. Time is of the essence with respect to this Contract. Supplier shall not assign, transfer, delegate, subcontract, or otherwise dispose

of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

Record-Keeping. Supplier agrees to retain all records relating to this Contract during the term and for a period of ___ years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Supplier.