

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, on behalf and for the benefit of the University of Florida (“**University**”), and _____, a _____ (“**Vendor**”), collectively the “Parties.”

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

1. **Services.** Vendor 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 Vendor’s industry.

2. **Compensation and Payment.** University shall pay Vendor for the Services in accordance with Exhibit A, a total amount not to exceed the total set forth in Exhibit A. Vendor shall not be entitled to any other fees, reimbursements or compensation under this Contract, unless mutually agreed to in writing and executed by both Parties, for additional services. Vendor 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 Vendor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

3. **Addresses for Notices.** All Notices under this Contract shall be made in writing and addressed to the following:

University:	Vendor:
_____	_____
_____	_____
_____	_____
Attention: _____	Attention: _____
Phone:	Phone:
Cell:	Cell:
Fax:	Fax:
Email:	Email:

4. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, Standard Terms, 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 Standard Terms shall prevail.

5. **Term.** The term of this Contract begins on the day entered above and continues until Services are completed to the University’s satisfaction and final payment is made or the Contract is terminated in accordance with section 10 of Exhibit B.

[Signature Page to follow]

SIGNATURE PAGE TO CONTRACT FOR SERVICES

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

UNIVERSITY:

VENDOR:

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 Vendor no later than thirty (30) days prior to the date the initial term expires.

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

All invoices for payment should be submitted to the University of Florida:

By Mail: University of Florida Attn: Accounts Payable PO Box 3357 Scranton, PA 18505

Or by Fax: 1-570-496-5411

Or by email: UFL.invoices@edmgroupp.com .

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. Vendor/supplier Tax Identification number should be included on the invoice.

EXHIBIT B

University of Florida Standard Terms and Conditions

These Standard Terms and Conditions (the "Terms") are hereby attached to the Contract, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The University of Florida Board of Trustees ("UF") and the vendor identified in the Agreement (the "Vendor"). UF's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on UF's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

- 1. PAYMENT.** Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post-audit; payment procedures and invoice requirements are available on UF's Disbursement Services [website](#). If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.
- 2. TAXES.** UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of [UF's Certificate of Exemption](#) is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.
- 3. VENDOR STATUS.** Vendor will supply UF with a complete [vendor application](#) and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.
- 4. AVAILABILITY OF FUNDS.** UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.
- 5. AUDIT & RECORD KEEPING.** Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.
- 6. TRAVEL.** Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's [Travel Directives and Procedures](#), and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.
- 7. INDEMNITY.** Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.
- 8. ASSUMPTION OF RISK.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.
- 9. INFRINGEMENT.** Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.
- 10. TERMINATION.** The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.
- 11. INSURANCE.** UF, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.
 - a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraph 49 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor

will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

12. ADVERTISING OR PUBLICATION. Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of UF or any UF logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of UF. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of UF, consent must be provided by its Office of Strategic Communications and Marketing.

13. RELATIONSHIP OF THE PARTIES. Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor is retained by UF only for those purposes and to the extent set forth in the Agreement.

14. PROHIBITIONS. Vendor is prohibited from (a) incurring any debt on behalf of UF; (b) entering into any contract, arrangement, or transaction which binds UF to any extent or creates any obligation on UF; or (c) utilizing UF's name, credit, reputation, good-will, resources, or assets for any purpose.

15. GOVERNING LAW. The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Alachua County, Florida.

16. DELETION. Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by UF to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by UF; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.

17. NON-WAIVER. Except as otherwise provided in the Agreement, failure by UF to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of UF's rights hereunder.

18. ASSIGNMENT. The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.

19. THIRD PARTY BENEFICIARIES. The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.

20. ACCESS TO WORK. If applicable, UF shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.

21. OWNERSHIP OF WORKS. UF shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by UF.

22. CONFIDENTIALITY/PRIVACY. Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by UF or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of UF. Vendor shall not disclose Confidential Information to third parties unless it obtains UF's prior written consent prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that UF will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, UF and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from UF or upon the termination or expiration of the Agreement, Vendor shall return to UF, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to UF that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of UF, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide UF with prompt notice thereof; (ii) consult with UF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information; and (v) reasonably cooperate with UF in any attempt that UF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.

23. PUBLIC RECORDS. UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public

records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF's public records custodian, in a format that is compatible with UF's information technology systems. If UF receives a request for public records, and UF does not possess such records, UF shall immediately notify Vendor of such request, and Vendor must provide them to UF or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, UF shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. UF may unilaterally cancel the Agreement for Vendor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement.

This provision shall survive the expiration or earlier termination of the Agreement. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, BY EMAIL AT pr-request@ufl.edu, OR BY MAIL AT 101 TIGERT HALL, PO Box 113156, GAINESVILLE, FLORIDA 32611.**

24. COMPLIANCE WITH LAWS. In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable UF policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

25. COMPLIANCE WITH EXPORT CONTROL REGULATIONS. To the extent that U.S. Export Control Regulations apply to Vendor, then Vendor agrees to comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software ("goods") to UF, Vendor will provide UF with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

26. COMPLIANCE WITH PCI-DSS. If the Vendor is performing any credit card processing on behalf of UF, Vendor warrants and represents that it has the appropriate safeguarding measures to protect cardholder data, and, at a minimum, shall fully comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Vendor further agrees to comply with UF's [Payment Card Policy and UF Credit Card Standards](#).

27. CERTIFICATION. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).

28. LOBBYING. Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

29. E-VERIFY COMPLIANCE. Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat.

30. EQUAL OPPORTUNITY. Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

32. NO CONFLICT OF INTEREST. Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.

33. AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA. IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE **FEDERAL FLOW THROUGH REQUIREMENTS**, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS

34. AUTHORITY TO EXECUTE. The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.

35. FACSIMILE SIGNATURES ALLOWED. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature.

36. SURVIVAL. Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.

37. SEVERABILITY. Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.

38. NOTICE. Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.

39. AMENDMENTS. The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.

40. **COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.

41. **DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.

42. **Key Personnel.** Vendor may only reassign or substitute Key Personnel upon consent by UF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to UF. Additionally, Vendor shall substitute Key Personnel upon UF's reasonable request.

43. **Ownership of Work Product.** All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) are considered a work-made-for hire and shall be property of UF whether created individually by the Vendor or jointly with UF, on or off premises. If Vendor is providing software, UF may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.

44. **Access to Work.** Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UF's standards and approval and shall be subject to UF's general right of inspection to secure the satisfactory completion thereof.

45. **Non-Compete.** If Vendor is acting as a consultant to UF and is representing UF's interests in dealings with other third parties, Vendor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after the Agreement is terminated.

46. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.

47. **Deposit.** Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.

48. **Warranty.** Vendor warrants that it has all of the requisite resources, skill, experience and qualifications to perform all of the services obtained by UF in a professional and workmanlike manner, in accordance with industry standards for similar services.

49. **Insurance.** In addition to paragraph 11(a) of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to UF true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names **The University of Florida Board of Trustees and their respective trustees, directors, officers, employees and agents**, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto.