

Dept _____
Index _____

Contract No. _____
Requisition No. _____

SERVICES AGREEMENT

This Services Agreement is made by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("UNF") whose notice address is 1 UNF Drive, Jacksonville, Florida 32224, and _____, whose notice address is: _____ ("CONTRACTOR").

In consideration of TEN DOLLARS and other good and valuable consideration, UNF and CONTRACTOR agree:

1. DESCRIPTION OF SERVICES: CONTRACTOR will provide to UNF the following described services ("Services"):

2. TERM: This Agreement commences on _____ and will expire on _____.

3. COMPENSATION: UNF agrees to pay CONTRACTOR (check applicable):

Total in the amount of \$ _____;

At a rate of \$ _____ per hour; total not to exceed \$ _____.

Total above includes any associated travel expenses yes no. If "no" contractor's travel expenses shall be reimbursed separately (as per F.S.112.061) yes no

Other, explain:

UNF will pay CONTRACTOR following CONTRACTOR's timely and full completion of the Services. UNF will make no advance payments, deposit, or partial payment, it being understood that full completion of the Services in accordance with the terms set forth in this Agreement is a condition precedent to CONTRACTOR's right to be paid.

4. IRS WITHHOLDING: CONTRACTOR must have a valid Social Security Number (SSN) or individual taxpayer identification number (TIN) prior to the processing of any payment hereunder. As a condition to UNF's payment obligation hereunder, CONTRACTOR will provide an IRS form W-9 or W-8, as applicable. Payment to a non-resident alien independent contractor is subject to IRS and INS regulations and may be subject to income tax withholding at 30%, unless exemptions apply.

5. STATUS OF THE PARTIES: With respect to the Services, CONTRACTOR is an independent contractor and not an employee of UNF for any purpose including, but not limited to, the application of Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code. CONTRACTOR is not an agent, representative or joint venture partner of UNF. CONTRACTOR cannot enter into any contract or commitment on behalf of UNF and has no power to obligate or bind UNF or the State of Florida in any manner whatsoever. Neither UNF nor the State of Florida is liable for any debts or other liabilities whatsoever of CONTRACTOR. CONTRACTOR has exclusive control over the means, methods and details of fulfilling the Services, except for the time and length of the scheduled performance.

6. TERM: This Agreement will commence and expire as of the dates set forth above unless sooner terminated in accordance with the provisions herein. Upon the effective date of any termination or the expiration of this Agreement, CONTRACTOR will immediately discontinue all Services under this Agreement, unless UNF expressly consents to a continuation of Services. Upon termination, CONTRACTOR will return all copies of UNF data, records, equipment, supplies, or other materials or property belonging to UNF. This Agreement does not relate to real estate.

7. WARRANTIES: CONTRACTOR warrants and represents to UNF that it has the experience and abilities necessary to perform all required services with a high standard of quality and that: (i) the Services will conform in all material respects with the specifications set forth in this Agreement; and (ii) the Services will be provided to UNF on a best efforts basis in a timely and

professional and workmanlike manner.

8. OBLIGATIONS: CONTRACTOR will exercise good judgment and reasonable care in performing its obligations under this Agreement. CONTRACTOR will comply with the provisions of all applicable Executive, federal, state, county and local laws, ordinances, regulations and codes (as adopted or amended from time to time) applicable to CONTRACTOR's performance of the Services under this Agreement. CONTRACTOR will be readily accessible to address and resolve any inquiries, concerns or complaints UNF may have about the services to be provided hereunder. CONTRACTOR must direct all of its inquiries about the Services to the UNF representative named and is not entitled to rely upon any oral or written statements that may be offered by any other person. Except for the UNF officer executing this Agreement, no UNF employee is authorized to modify or alter any of the requirements hereof, and only then upon a writing signed by such authorized UNF officer.

9. TERMINATION: Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement, and fails to cure such breach within twenty (20) days of receiving notice of such breach from the non-breaching party. UNF may terminate if CONTRACTOR is not ready (or cannot reasonably be expected to be ready) to perform the

Services as provided in this Agreement. Either party may terminate this Agreement immediately upon written notice if the other party becomes a subject of or party to any legal, quasi-legal, or administrative investigation or proceeding relating to its hiring, employment, or safety practices. UNF may unilaterally cancel this Agreement at any time, without penalty and without prior notice in the event UNF determines that such cancellation is in its best interests for reasons including, but not limited to lack of funding, registrants or available facilities.

10. INDEMNITY: Unless due solely to the negligence of UNF, CONTRACTOR must defend, indemnify and hold harmless UNF, the State of Florida, their employees, contractors and agents, from all losses including attorneys' fees and court costs incurred by, or claims made against, UNF, their employees, contractors and agents, as a result of CONTRACTOR's performance under this Agreement or CONTRACTOR's breach of the representations or warranties herein or wages due any employee or agent of CONTRACTOR or attorneys' fees and cost in defense of any claim under federal or state law. This indemnity does not limit any other obligation of CONTRACTOR to indemnify UNF.

11. INSURANCE: CONTRACTOR shall purchase from and maintain with an insurer lawfully authorized to do business in Florida insurance against claims arising from CONTRACTOR's Services. Such insurance shall be written on ISO standard forms or equivalents. Prior to providing Services, CONTRACTOR shall provide to Client a certificate of insurance naming Client and the State of Florida, their officers, directors, employees, and agents as additional insureds. CONTRACTOR shall secure and maintain in full force and effect and without interruption during the Term the following insurance:

(a) Liability Insurance: ISO Commercial General Liability policy for general liability coverages for limits of not less than of \$1 million per occurrence, \$2 million per aggregate;

(b) Worker's Compensation: Worker's Compensation insurance if and as required by Chapter 440, Florida Statutes; and

(c) Automobile Liability: Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least \$100,000 per occurrence, \$300,000 per aggregate.

12. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipts requested. Mail notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipts of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated upon receipt, as evidenced in the return receipt.

13. MISCELLANEOUS: Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in Duval County, Florida. The failure of either party to perform any obligation due to delay, illness, catastrophe, war, civil commotion or other event beyond its reasonable control shall be excused, provided that CONTRACTOR shall not be entitled to payment for Services it has not performed regardless of the cause of such event. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which when taken together shall be

considered one and the same agreement. This Agreement may be executed by facsimile. A complete, executed copy of this Agreement shall be enforceable as an original.

14. STATE UNIVERSITY: UNF is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained herein:

(a) Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

(b) The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

(c) The party contracting with UNF represents (1) that it has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion; (2) it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida, and (3) neither it nor any subcontractor or other person, firm or business entity with whom it is engaged in a combined effort to perform this Agreement has hired any person who is an officer or employee of UNF.

(d) If a check in payment of an invoice is not issued within forty (40) days after receipt of a proper invoice and receipt, inspection and approval of the goods and services, the University will pay to the vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes. Such interest will be calculated on the unpaid balance from the expiration of such 40-day period until such time as the payment is issued to the vendor. Any interest penalty in excess of \$1.00 will be processed within 15 days after issuing the payment unless there are exigent circumstances. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. A Vendor Ombudsman has been established who can as an advocate for vendors who experience problems in obtaining timely payment(s) from UNF. The Vendor Ombudsman in UNF's Inspector General's Office can be contacted at (904) 620-3953.

(e) If, but only if, this Agreement expressly provides for UNF to reimburse CONTRACTOR's travel expenses, CONTRACTOR agrees to submit bills for any such expenses in accordance with Florida Statutes Section 112.061, and CONTRACTOR agrees that any expenses in excess of the amount permitted by law shall be borne by CONTRACTOR.

(f) Obligations of UNF are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

(g) The laws of Florida prohibit the disbursement of funds from grants and aids appropriations pursuant to a contract or grant to any entity for the purpose of lobbying the Florida Legislature or a state entity.

(h) Any provisions in this Agreement in conflict with the laws, statutes and rules of the State of Florida shall be void and of no effect.

CONTRACTOR has read, understands and agrees to the Terms and Conditions which follow and accepts this Agreement by signing the Agreement or by commencing performance of the Agreement.

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

UNF:

By: _____
Name: Kathryn Ritter, C.P.M.
Title: Director of Procurement Services
Date: _____