

STANDARD CONSULTING SERVICES AGREEMENT

This Standard Consulting Services Agreement (“Agreement”) between the University of Central Florida Foundation, Inc. (“Foundation” or “Client”) and _____ (“Consultant” or “Contractor”) is made and entered into as of the date of the last signature hereto.

1. Client hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

2. Consultant will perform those services described in the Statement of Work and by reference incorporated herein.

3. Consultant’s services under this Agreement shall commence on _____, 20__ and end one calendar year from this commencement date, unless renewed by mutual written agreement of the parties hereto prior to the termination date or sooner terminated pursuant to the terms hereof. The entire term, inclusive of renewals, shall not exceed five (5) years.

4. Client will make payment to Consultant within thirty (30) days of receipt of an invoice from Consultant, upon the completion of the services by Consultant. The total amount due under this Agreement is \$ _____. This is an all-inclusive price for the services covered by this Agreement, including Consultant’s travel expenses, should a physical visit to Client’s facilities be necessary. For Client initiated travel beyond the scope of this Agreement, Consultant will have to obtain Client’s prior written approval for such travel and all such travel shall only be reimbursed in accordance with applicable law, including, but not limited to Section 112.061, Florida Statutes as well as applicable Foundation policies and regulations.

5. Consultant will be permitted to use and be granted access to Client’s or Client’s designee’s equipment, supplies, information and facilities as deemed necessary by Client for the purpose of fulfilling the Statement of Work.

6. Consultant’s obligations under the terms of this Agreement shall be considered fulfilled upon completion of the Statement of Work outlined herewith.

7. Consultant agrees to hold in strict confidence and not disclose to anyone (unless required by law or a court of competent jurisdiction) any and all of Client’s information to which Consultant will have had access.

8. Consultant is retained by Foundation only for the purposes and to the extent set forth in this Agreement. Consultant’s relationship to Foundation shall be that of an independent contractor. Foundation shall not reserve any control with respect to the activities of Consultant or the manner and means by which Consultant affects the services described in this Agreement. Foundation shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state and local laws with respect to the activities of Consultant.

9. Either party may terminate this Agreement with thirty (30) days’ prior written notice to the other party. Client shall be responsible only for payments still due to Consultant for services performed in accordance with this Agreement up to the time of termination. Client may terminate this Agreement at any time for refusal by Consultant to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Consultant or Client in conjunction with this Agreement.

10. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Jennifer Cerasa, Legal Counsel, (407)882-1295, jennifer.cerasa@ucf.edu, University of Central Florida Foundation, Inc., 12424 Research Parkway, Suite 250, Orlando, FL 32826.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

11. If Consultant will be handling Restricted Data or Highly Restricted Data, as those terms are defined in UCF Policy 4-008.1 Data Classification and Protection, Consultant hereby agrees to fully comply with all of the requirements set forth in said policy. Consultant hereby agrees to indemnify, hold harmless and defend Foundation, University and its Board of Trustees, officers, agents and employees from and against any claims, damages, or other harm arising from or in any way related to Consultant's breach of any of the obligations set forth in UCF Policy 4-008.1 Data Classification and Protection or Foundation Policy 10.05 Data Integrity Policy, pertaining to the handling of Restricted Data or Highly Restricted Data.

If Consultant has access to any personally identifiable information, Consultant hereby agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Consultant's security obligations or other event requiring notification under applicable law ("Notification Event"), Consultant agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Foundation, University and its Board of Trustees, officers, agents, and employees from and against any claims, damages, or other harm related to such Notification Event.

This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

12. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth below:

If to Consultant:

Attn.: _____

Phone: (____) ____ - _____

If to Foundation:

University of Central Florida Foundation, Inc.

Attn.: _____

Orlando, Florida 32826

Phone (407) _____ - _____

Fax (407) _____ - _____

Notices shall be given by and to the hereto assigned representative on behalf of Client, and by Consultant, or such authorized designees as either party may designate in writing.

13. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, to the extent the underlying intent of the Agreement can be upheld such holding shall not invalidate or render unenforceable any other provision hereof. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term.

14. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

15. Consultant agrees to reimburse Foundation for any and all expenses incurred by Foundation due to the intentional, negligent or wrongful acts or omissions of Consultant or mistakes made by Consultant in performing the services hereunder. If any corrective action is required due to Consultant's acts or omissions, Consultant shall reimburse Client for any and all costs associated with such corrective action.

16. Anything specifically created for Client by Consultant hereunder shall be considered specially ordered for Foundation as a "work made for hire," or, if for any reason held not to be a "work for hire," Consultant hereby assigns all of its right, title and interest therein to Foundation. If anything not specifically created for Client is used in the performance of Consultant's services hereunder, Consultant retains ownership of said materials and hereby grants Client a perpetual, fully paid-up, non-exclusive license to use such materials, make copies thereof and distribute these materials for Client's purposes, indefinitely.

17. Consultant agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles and as long as required by law, devoted exclusively to its activities, duties and obligations pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. Foundation or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Consultant and during regular business hours.

18. To the extent that Consultant qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Consultant hereby guarantees that Consultant and/or anyone acting on Consultant's behalf (including, but not limited to Consultant's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Consultant's employees, agents, subcontractors and/or anyone else acting on Consultant's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

19. Consultant hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Consultant's behalf, to report to the University of Central Florida's Police Department any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

20. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising hereunder shall be in Orange County, Florida.

21. In the event either party is unable to perform its obligations under the terms of this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or nature catastrophes, acts of God, or pandemics, such party shall not be liable for damages to the other for any damages resulting from such failure to perform due to such causes.

In witness whereof, the parties signify their agreement by the signatures affixed below.

University of Central Foundation, Inc.

Consultant

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work