**IT 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, UF, Customer, “you”, “your” , Client"), and\_\_\_\_\_\_ ("Contractor, Supplier, Vendor, Service Provider, “we”, “us”, “our”).

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

1. **Services**. Contractor 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 Contractor’s industry.

 2. **Term**. The term of this Contract is set forth on Exhibit A.

3. **Compensation and Payment**. University shall pay Contractor as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Contractor shall not be entitled to any other fees, reimbursements or compensation under this Contract. Contractor 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 Contractor. 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: CONTRACTOR:

The University of Florida Board of Trustees

for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

1. Scope of Services:
2. Term: 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 Contractor no later than thirty (30) days prior to the date the initial term expires.
3. Compensation and Payment Schedule: This SOW has been estimated on a Fixed Fee or Time and Materials basis, so \_\_\_\_\_\_\_\_\_ will invoice University of Florida for only the actual hours worked. Work performed remotely will only be charged the “Hourly Service Rate” component, and not the “All Inclusive Rate”. UF agrees to accept all Services rendered that meet industry workmanship standards and the terms and conditions outlined in this SOW.

Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the Section 112.061, Florida Statutes. No travel expenses may be paid to any individual in excess of the amount permitted by section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribe by law shall be borne by Vendor.

Vendor will submit invoices to you on a monthly basis for the services provided and reimbursable expenses accrued during the prior month, with payment terms of net thirty (30) days from the date of invoice.

Amounts remaining outstanding for more than 20 days (past due), will be subject to an interest charge of 1.5% per month from the date of the invoice. Vendor reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. Vendor should send all bills electronically to: UFL@invoices.corcentric.com

Time will be kept on vendor servers and delivered with documentation and invoice formats approved by Client in connection with this Agreement. Vendor will notify Client if hours/costs on a specific segment of the project or for the project in total exceed 10% of estimated time/costs. Estimated time/costs may be revised at any time by mutual consent of both Parties. Payment for all recorded hours shall be due and payable, unless specifically capped by the Client, and agreed by vendor. Invoices will be delivered based on deliverable milestones as outlined below after approval from UF Project Manager via email that the milestone has been met and satisfied.

1. Schedule and Tasks: The schedule below has been mutually agreed upon in accordance to the priorities set forth within the scope of work. Resources from UF will make themselves available to provide input to ensure knowledge transfer occurs. Vendor work will be performed both remotely and on- site based on a 5- day work week consisting of standard 40 hours each week. The consultant will take the standard UF holidays as non- working time.
2. Deliverables milestone deliverable based invoicing: Vendor will deliver work product in phases as agreed by the parties. If Client requests revisions or changes in addition to those contemplated in this Agreement, vendor will notify UF of the impact of such requested changes on the scheduled completion dates and approximated project cost.
	1. Deliverables will be those projects as outlined in the SoW above with specified review, and approved revisions by the Parties during the course of the project. Any written correspondence, including electronic correspondence that reasonably approves a project shall be sufficient evidence to bind UF for payment of Work Product Deliverables.
3. Change Orders: Vendor will complete the above scoped Project for the above referenced Project Fees. In the event that the Client requests changes to this scope of work, vendor will notify the Client in writing and request a change order in the amount and to the specifications as agreed by the Parties. Any amounts agreed upon thereby will be due and payable at the next scheduled invoice interval.
4. Notices (Section 7).

University: Contractor:

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Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: Phone:

Cell: Cell:

Fax: Fax:

Email: Email:

**EXHIBIT B**

**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.

Payment. Vendor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Vendor 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 Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Vendors experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

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. 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. Vendor shall not use UF’s name, trademarks, logos, or marks without UF’s prior written approval. Vendor 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. Vendor also assumes such risk with respect to the willful or negligent 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 Vendor's obligations under the Agreement.

Confidentiality of Information/HIPAA Compliance. If Vendor is exposed to UF’s confidential information, Vendor 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 Vendor prior notice. This provision shall survive termination of the Agreement. As it may be possible that vendor staff may encounter proprietary patient and case information during the course of this agreement, vendor agrees that all staff will abide by relevant HIPAA regulations and will have any/all existing or future staff working on the project complete a confidentiality agreement form.

Confidential Information.Service Provider will treat as confidential all data, records, accounts, and other information regarding UFand its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding UF and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("UF Confidential Information"). UFConfidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any UF Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, ( ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, ( iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or ( iv) is developed independently and without use of the disclosing party's Confidential Information.

General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Vendor 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 Vendor’s employees or grants of exclusivity to Vendor 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. Vendor will have and maintain types and amounts of insurance that at a minimum cover the Vendor’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 vendor; (ii) be liable for vendor’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.

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 85-5012646174C-8.

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 Contractor 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, Contractor 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, Vendor 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.

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. Vendor 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 Vendor 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 Vendor 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 Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor’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 Vendor.

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. Vendors must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Vendor 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 Vendor’s business.

State Vendor Lists. Contractor 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 Contractor, 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 Vendor 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. In the event of any termination, or at any time upon UF, Contractor will: (i) immediately return to UF any UF proprietary materials and information in Service Provider's possession or control, including, without limitation all UF Confidential information and any deliverables then under development; and ( ii) at UF request, cooperate with UF in the transition of the work performed under this Agreement to UF or its designee. Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services. Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that "time is of the essence" with respect to Service Provider's performance.

Service Provider will assign qualified and experienced personnel to perform the services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by UF. If UF objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by UF, the prompt removal of the individual from the provision of Services to UF. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by UF (such approval not to be unreasonably withheld).

UF will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to UF under this Agreement. If UF informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to UF for review and approval. Service Provider will not charge UF or the time and expense in- making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, UF may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by UF for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and compl ete status and other reasonable reports to the UF Project Manager at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that UF is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly, notify the UF Project Manager in writing, and will cooperate with UF efforts to resolve the matter. UF failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to UF in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Contractor 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 Contractor in conjunction with this Contract.

Miscellaneous. This Contract may be modified or altered only by written agreement signed by both University and Contractor. Time is of the essence with respect to this Contract. Contractor 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. Contractor 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 Contractor.

Electronic and Information Technology Accessibility Compliance. Vendor represents that, as of the date hereof and for the term of this Agreement, Materials are and shall be accessible in compliance with (a) Sections 504 and 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as amended, (b) meet or exceed the requirements of the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA developed by the World Wide Web Consortium (W3C), and (c) any other applicable technical standards required by law for Title II entities.