Attachment D

University of West Florida
Professional Services Agreement

This Professional Services agreement ("Agreement") is entered into on the date last signed below (the “Effective Date”) between the University of West Florida Board of Trustees, a public body corporate acting on behalf of the ___________________________ referred to as "University", and ___________________________ a consulting firm with its primary office located at _______________________________________ referred to as the "Contractor".

Whereas the services contemplated by this Agreement are of mutual interest and benefit to the University and to the Contractor, and will further the University’s instructional, research or outreach objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

Now therefore, and in consideration of the following the parties hereto agree as follows:

1. Statement of Work
   a. The University commissions the Contractor to provide the following services hereafter referred to as the "Services":

2. Period of Performance
   a. The Services provided by the Contractor will be performed within the estimated following timeline:
      i. ______________________ – ______________________. This period of performance may be extended by mutual written agreement between the parties.
   b. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice provided to other party.
   c. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also fail to remedy such default or breach within ten (10) days after written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

3. Payment Terms
   a. In exchange for the Services, the University agrees to pay the Contractor at the rate of $________________/hour. Estimated time investment is _______ hours weekly, with up to _______ hours weekly during heavy on-site meeting times. (Travel time shall not be included in billed hours.) The Total amount the University agrees to pay for the Services is not to exceed $_____________. Contractor’s travel to necessary on-site meetings will be scheduled, arranged, and funded in accordance with University policy and Florida law, and reviewed and approved by ___________________________.
   b. All payments made by the University under this Agreement shall be made pursuant to University Regulation UWF/REG 6.003-Prompt Payment, which provides for payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services. Failure by the University to provide payment within 40 days may result in the University paying interest at a rate as set by Florida law. A Vendor Ombudsman has been established by the University and the duties of this
individual include acting as an advocate for vendors who may experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (850) 474-2636.

c. Contractor shall submit invoices for billable hours monthly to the University, including all hours expended during the month, identified by date. The Contractor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall be submitted to the University in detail sufficient for a proper pre-audit and post-audit.

d. All payments made by the University under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of this agreement. The determination of whether funds are available shall be made in the sole discretion of the University.

4. Independent Contractor

a. In the performances of all of the Services hereunder, the Contractor shall be considered an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the University.

b. It is understood and agreed that nothing contained in this Agreement is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or constituting the Contractor as the agent or representative of the University for any purpose in any manner whatsoever.

c. The Contractor is not authorized to bind the University to any contracts or other obligations and the Contractor shall not expressly or impliedly represent to any party that the Contractor and the University are partners or that the Contractor is the agent or representative of the University for any purpose or in any manner whatsoever.

5. Representations and Warranties

a. The Contractor hereby represents and warrants that:
   
i. the Contractor’s contributions of the Services will be the original work(s) of the Contractor and any third parties will have executed assignment agreement(s) consistent with this Agreement prior to being allowed to participate with the Contractor in the development of the Services;

   ii. No element of the Services infringes or misappropriates the intellectual property rights of any third party;

   iii. the Contractor has full right and power to enter into this Agreement and perform the Services without the consent of any third party; and

   iv. the Contractor will comply with all laws and regulations applicable to the Contractor’s obligations under this Agreement.

6. Indemnification

a. The Contractor hereby agrees to defend, indemnify, and hold harmless the University against any damage, cost, loss or expense arising from:

   i. a claim, suit or proceeding brought against the University alleging that the Services provided by the Contractor infringes upon the intellectual property rights of another party;

   ii. a claim, suit or proceeding brought against the University alleging that the Services misappropriates any trade secrets of another party, or from the Contractor's breach of the terms of this Agreement.
6. **Indemnification** shall survive any termination or expiration of this Agreement.

7. **Parties’ Representatives.**
   
   a. University: _____________________ or designee;
   b. Contractor: _____________________

8. **Additional Terms and Conditions:**
   
   a. **Assignment:** The Contractor may not, without the advance written approval of the University, assign any right or delegate any duties under this Agreement.
   
   b. **Governing Law:** This Professional Services Agreement and all matters relating to them are governed by the laws of the State of Florida. Any provisions in the Contract in conflict with such laws shall be void and of no effect. Any actions arising out of the Contract and this Addendum shall be brought exclusively in the state or federal courts located in the Northern District of Florida.
   
   c. **Entire Agreement:** This Agreement and attached documents embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between the University and Contractor other than as set forth herein. In the event of inconsistency between such documents and the provisions of this Agreement, the provisions of this Agreement will govern. No amendments or changes to this Agreement, including without limitation, changes in the Services, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.
   
   d. **Waiver of Breach or Default.** No failure to exercise or delay in exercising any right, power or remedy accruing to the University on any breach or default of Contractor hereunder shall impair any such right, power of remedy, or be construed as a waiver of such breach or default or any other breach or default.
   
   e. **Public Records.** The University may unilaterally terminate this Agreement for refusal by Contractor to 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.
   
   f. **Authority.** Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute legal and binding obligations of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

**THE UNIVERSITY OF WEST FLORIDA**

By: _____________________ Date: ______________

   Angela Jones, Director
   Procurement & Contracts

**CONTRACTOR:**

By: _____________________ Date: ______________

   Printed Name:

   University Vendor ID#: ______________