

Contract Number [Click here to enter text.](#)

**FLORIDA A&M UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into by and between Florida A&M University Board of Trustees (“FAMU or University”) and [Click here to enter text.](#), (the “Provider”), duly authorized to do business in the State of Florida. FAMU and Provider shall be hereinafter individually referred to as a “Party” and jointly referred to as “Parties.”

BACKGROUND

Whereas, FAMU wishes to engage the services of a Provider to provide FAMU with [Click here to enter text.](#) services;

Whereas, FAMU has determined that the Provider has the experience and ability to perform the services as required by FAMU; and

Now, Therefore, in consideration of the services to be performed and the payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

SERVICES

The above recitals are incorporated herein as though set forth fully. Provider agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University agrees to pay Provider such amounts as are specified in this Agreement.

1.0 Scope of Services.

1.1 The above recitals are incorporated herein as though set forth fully.

1.2 Provider agrees to provide the services described herein and as set forth in Attachment A, which is incorporated herein by reference (Services).

1.3 Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement.

1.4 University’s Contract Manager overseeing Services provided under this Agreement is [Click here to enter text.](#), who is located at the address set forth in paragraph 10.0.

1.5 Provider’s Contract Manager overseeing Services provided under this Agreement is [Click here to enter text.](#), who is located at address set forth in paragraph 10.0.

2.0 Fees and Expenses.

2.1 University agrees to pay Provider an all-inclusive price not to exceed \$[Click here to enter text.](#) for the contract period, for the services set forth in the scope of services.

2.2 The total fee shall be payable as set forth in this section, in accordance with the University Prompt Payment Compliance Policy (Section 215.422, Florida Statutes (F.S.)) and upon submission of an invoice that is in detail sufficient for a pre audit and post audit thereof. Invoices shall contain contract number, invoice number, invoicing period, current invoice, current and cumulative total amounts, description of services/tasks performed, and current and cumulative percentage of work performed and completed and a copy of the applicable written reports/deliverables.

SCHEDULE OF DELIVERABLES				
Total Payment Amount under this contract cannot exceed \$ Click here to enter text.				
Estimated Deliverable & Invoice Due Date	Reporting Period	Deliverable	Payment Amount	Financial Consequences (Remedy)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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2.3 Taxes-- University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Provider shall pay all personal property taxes on leased equipment and all taxes based upon net income.

2.4 Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Provider hereunder.

2.5 When travel is specifically permitted under the Agreement, travel, meals, and lodging expenses shall be paid in accordance with Section 112.061, Florida Statutes (F.S.). Expenses in excess of the amount permitted by Section 112.061, Florida Statutes shall be borne by Provider. Provider shall submit detailed documentation and adequate receipts and other appropriate documentation as requested by FAMU to support reimbursement of all such reimbursable expenses also as set forth in paragraph 2.2.

2.6 Institution's obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or FAMU Board of Trustees or appropriate funding agency.

3.0 Term. The Services to be rendered by Provider under this Agreement shall commence no later than [Click here to enter text.](#), 20[Click here to enter text.](#), or upon full execution, whichever is later, and be completed by [Click here to enter text.](#), 20[Click here to enter text.](#). This term may be renewed or extended beyond such completion date if University agrees to the renewal or extension in writing. However, renewal or extension shall be no longer than the initial term and shall be contingent upon satisfactory performance by the Provider as determined within the sole discretion of the University.

4.0 Provider's Capacity and Responsibilities.

4.1 It is expressly understood that Provider is an independent contractor and not the agent, partner, joint venture, legal representative, or employee of University. Provider and Provider's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Provider hereunder. Provider is responsible for providing all necessary insurance for himself/herself, Provider's workers, agents, and representatives.

4.2 Provider shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that Provider has such authority.

4.3 Provider shall not use the credit, name, logo, trademarks and/or copyrights of University in connection with its business or affairs except as specifically authorized in this Agreement or as approved by University prior to use by Provider.

4.4 Provider represents and warrants to University that in performing the Services Provider will not be in breach of any agreement with a third party.

4.5 Provider declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Florida; and

4.6 Provider further declares that has not participated in a State capacity, or that his/her firm has not been assisted or he/she presented in this matter by an individual who has been involved in a State capacity, in the subject matter of this Contract, and Provider presently has no interest and shall not acquire any interest which would conflict with the performance of the work authorized hereunder.

4.7 Provider agrees that Pursuant to Section 112.313(2), F.S., pursuant to Section 112.313(2), F.S., it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Provider will ensure that its subcontractors comply with these rules.

4.8 Provider agrees to comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure for contract funds for the purpose of lobbying the State Legislature or a state agency. Provider agrees to comply with all federal lobbying requirement regulations and laws.

4.9 As provided in Section 287.132-133, F.S., by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that it, its affiliates, suppliers, subcontractors and Providers who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), F.S.

5.0 Confidentiality of Information.

5.1 Provider agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement unless Provider has received prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Provider at the time of disclosure by University, directly or indirectly;

5.1.2 Is or shall become, through no fault of Provider, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Provider by a third party without disclosure restriction.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Provider agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements generated, acquired developed by Provider solely, or with others, resulting from the performance of Services pursuant to this Agreement are the property of University, and Provider agrees to assign all rights therein to University. Provider further agrees to provide University with any assistance which University may require to obtain patents or copyright registrations, including the execution of any documents submitted by University.

6.2 Provider shall provide [Click here to enter text.](#) ([Click here to enter text.](#)) copies of a written report within [Click here to enter text.](#) ([Click here to enter text.](#)) days after the completion of the Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by University, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, University shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and m media now or hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract. University reserves the right to suspend indefinitely or terminate the contract and the Services to be rendered by Provider for any reason, upon [Click](#)

here to enter text. days prior oral or written notice to Provider. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Provider shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Dispute Resolution. Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then at the Vice President level or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.

9.0 Indemnification and Hold Harmless.

9.1 Provider agrees that any personal injury to Provider or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Provider.

9.2 Provider agrees to indemnify University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Provider's performance of the Services, except to the extent such are caused by the sole fault or negligence of University.

10.0 Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by certified mail as addressed below or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

To University:

Florida A&M University

Click here to enter text.

Click here to enter text.

Tallahassee, Florida Click here to enter text.

Telephone: (850) Click here to enter text.

Attn: Click here to enter text.

To Provider:

Click here to enter text.

Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

Attn: Click here to enter text.

11.0 Insurance. Provider shall at its own expense obtain and maintain all necessary and appropriate insurance, including without limitation professional liability insurance sufficient to conduct its business to cover such acts, omissions and liability caused by, or arising out of, activities of Provider and its agents, and/or employees while in engaged in, conducting and preparing for, the Consulting work, and such other insurance that is required by University. Provider shall furnish to University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work. Failure to produce any and maintain necessary insurance certificates may result in the denial or cancellation of this Agreement by FAMU.

12.0 Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

13.0 Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, in Leon County, which shall be the forum for any lawsuit between the Parties arising from or incident to this Agreement.

14.0 Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

15.0 Non-Waiver. The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

16.0 Assignment. Provider may not assign the rights or obligations under this Agreement without University's prior written consent.

17.0 Public Records. This Agreement may be unilaterally cancelled by the University for the refusal by Provider to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., made or received in conjunction with this Agreement. To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, Contractor must comply with the provisions of Section 119.0701. Contractor shall return all documents to the University upon termination and destroy confidential and exempt information as appropriate. If Provider is exposed to FAMU's confidential information, Provider will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA, HIPAA and the Grammy Leach Bliley Act.) FAMU will respond to public records requests without any duty to give Contractor prior notice.

18.0 Nondiscrimination. Provider agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation,

management and employment practices and with respect to availability and accessibility of products and/or product services to the public. Provider agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such nondiscrimination and equality of opportunity.

19.0 Employment of Unauthorized Persons. The employment of unauthorized aliens by any Provider is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

20.0 Federal Trade Commission (FTC). All Providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University policies regarding the safeguarding of customer information.

21.0 Red Flag Rules: Contractor acknowledges that FAMU has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be assessed in accordance with this agreement. Accordingly, Contractor will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft.

22.0 Force Majeure. No default, delay or failure to perform on the part of the Provider or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder is such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, inaction of government authorities, epidemics, declared or undeclared wars, embargoes, fire, earthquakes, acts of God and default of common carrier.

23.0 Gratuities. Pursuant to Section 112.313(2), F.S., Provider agrees that it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Provider will ensure that its subcontractors comply with these rules.

24.0 Equal Opportunity Clause. Florida A&M University is an Equal Opportunity Employer including minorities, women, veterans and individuals with disabilities. This contractor and subcontractor 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.

25.0 Key Personnel. This Agreement requires the personal skills and experience of the parties listed in the Scope of Work, and the team leaders for the Services. The individuals performing the Services are central to the Services. Any change in personnel providing the Services shall be subject to FAMU's approval, at its sole discretion; however, FAMU's approval shall not be unreasonably delayed, conditioned or withheld if the need for the change is beyond Contractor's reasonable ability to anticipate or control (e.g., the team leader or a team member leaves the employ of Contractor or is incapacitated).

26.0 Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may be amended except by an agreement signed by Provider and an authorized representative of University. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the ____ day of _____.

**FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES**

PROVIDER

Click here to enter text.
Click here to enter text.for Administration and
Financial Services

Click here to enter text.

Stephany Fall
Director of Procurement

Approved as to form.

University Attorney

Attachment A

Scope of Services

The Consultant shall perform the below activities:

Click here to enter text.