

This Agreement is made and entered into this _____ day of _____, 20____, by and between FLORIDA TECH, a corporation not-for-profit existing under the laws of the State of Florida, and _____ whose business address is _____, hereinafter referred to as "Consultant."

This Agreement is made in light and consideration of the following circumstances:

WHEREAS, Florida Tech proposes to engage Consultant in accordance with the terms and conditions set forth herein to render certain special professional services; and

WHEREAS, Consultant is specially trained and possesses certain skills, experience, education and competency to perform the special service, upon the terms herein provided:

1. SCOPE OF SERVICES

Consultant shall provide services for the work, Scope of Services, and in accordance with all the conditions of this Agreement and the Conditions of the Florida Tech Purchase Order. Unauthorized purchase agreements may not be honored under this agreement.

Consultant agrees that its work and services shall be of an expert professional quality and warrants that its work shall comply fully with all relevant federal, state, and local laws, regulations and other requirements applicable to Florida Tech. Time is of the essence, and Consultant agrees to perform its services within the following time period: _____

2. COMPENSATION

Florida Tech agrees to pay to consultant at the rate of \$_____ an amount not to exceed \$_____ for the actual time spent personally by Consultant in the performance of services. The rate herein stipulated covers fees, all costs of operation, materials and supplies, including benefits attributable to payroll, overhead, wages and salaries of consultant's employees, if any, and all applicable taxes. Fractional hours shall be compensated for on a prorated basis. Time spent on travel shall not be considered working time.

3. PAYMENT

a. Upon submission by consultant of an invoice, including purchase order number and full description of services, Florida Tech will pay Consultant for work and services performed or rendered. To the extent Florida Tech may reasonably require, Consultant shall support each statement with justification for hours worked or may be required to provide sufficient detail for a proper pre-audit and post-audit thereof.

b. Invoices shall include the project title, purchase order number, detail of services, and shall be submitted for approval to:
Florida Tech, Attn: _____, 150 W. University Blvd., Melbourne, FL 32901-6975

c. Advance payments will not be made under this agreement.

4. TERMINATION

Florida Tech may terminate this agreement at any time by giving the Consultant five (5) days written notice of such action. In such event, Florida Tech shall be liable only for payment in accordance with the payment provisions of this agreement for satisfactory work done and services performed prior to the effective date of the termination.

5. INDEPENDENT CONTRACTOR

Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant shall be, or shall be deemed to be, an employee or student of Florida Tech. Consultant will complete and comply with the Vendor Registration Form and the W9.

6. COMMUNICATIONS

Communications by Consultant with Florida Tech shall be through:

- | | |
|---------------------------|-----------------------------|
| a. For technical matters: | b. For contractual matters: |
| Florida Tech | Florida Tech |
| 150 W. University Blvd. | 150 W. University Blvd. |
| Melbourne, FL 32901-6975 | Melbourne, FL 32901-6975 |
| (321) 674-_____ | (321) 674-_____ |

7. INVENTIONS AND DATA

a. OWNERSHIP: Ownership of technical data produced by or for Consultant and of any invention first conceived or reduced to practice by Consultant, whether or not patentable, in the course of performing the work or rendering the services hereunder and of all proprietary rights therein shall vest in Florida Tech. For the purposes hereof, the term "technical data" means technical writing, pictorial reproductions, drawings or other graphical representations, computer software, data and related documentation, audio and/or visual works, specifications, calculations, tables, reports, assignments, other documents, and otherwise to cooperate with Florida Tech to accomplish such ownership by Florida Tech.

b. PROTECTION OF PROPRIETARY MATERIAL: Consultant agrees not to reveal to third parties any information not generally known concerning computer programs and technical information, which may be proprietary to Florida Tech. Consultant further agrees to respect and safeguard in every way practicable the proprietary nature of computer programs and technical information and to insure that any copies of such programs or information, in whole or in part, in Consultant's possession at the termination of this Agreement, whether in human or machine readable form, are destroyed or returned to Florida Tech. Consultant further agrees not to copy or cause to be copied any such programs or related information except as may be required for the performance of work assigned to Consultant under this Agreement. Consultant also agrees to comply with Florida Tech policies concerning privacy of information and computer files.

8. The Consultant may not enter into an agreement with any other organization to provide services pursuant to this agreement.

9. COMPLIANCE WITH LAW

This Agreement shall be interpreted according to the laws of the State of Florida. The venue for any legal actions will be Brevard County, Florida. Consultant shall comply with all federal, state and local laws, regulations and orders, including occupational licenses, relating to this agreement.

10. INDEMNITY AND INSURANCE

- a. INDEMNITY: Consultant shall indemnify, defend and hold harmless Florida Tech, its officers, employees, agents and students from any loss, claim, damage or liability of whatsoever kind or nature, arising out of or in connection with the performance by Consultant, its agents or employees, of this Agreement.
- b. LIABILITY INSURANCE: Contractor certifies that adequate comprehensive general liability, motor vehicle, workers' compensation and product liability insurance is current and will not expire or be canceled. Refer to Purchasing Policy No. 206.
- c. WORKER'S COMPENSATION: Consultant shall maintain in full force during the term hereof and shall, before commencement of services hereunder, provide Florida Tech with evidence of workers' compensation insurance covering all persons, if any, whom Consultant may employ in the performance of this Agreement in accordance with the laws of the State of Florida.

Contractor shall be responsible for obtaining all required permits and licenses and other permission to comply with municipal, court, state, and federal laws.

All policies and certificates of insurance will be provided to Florida Tech prior to the start of the contract and coverage will be maintained throughout its term. These policies shall contain a thirty (30) days written notice to the University before cancellation, reduction or other modifications of coverage.

11. ASSIGNMENT PROHIBITED

Consultant shall neither assign his/her rights or delegate his/her duties under this Agreement without prior written consent of _____. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement.

12. CONFLICT OF INTEREST

Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under the Agreement, he/she will raise with Florida Tech any question regarding possible conflict of interest which may arise as a result of such change. The Consultant certifies that he/she is not a Florida Tech employee or student.

13. ADVERTISING

Consultant agrees not to use any name or mark of Florida Tech or to quote the opinion of any of Florida Tech's employees in any advertising, publicity or publication without obtaining the prior written consent of Florida Tech.

14. ENTIRE AGREEMENT

This Subcontract constitutes the entire agreement between the parties and supersedes any prior negotiations, agreements or understandings. This Agreement shall not be amended except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands by proper persons duly authorized the day and year first above written.

Consultant _____	FLORIDA TECH
_____	Purchase Order No. _____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____
Vendor Federal ID No. or SSN _____	