



**University of South Florida
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

The University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component campuses, colleges and departments (“University”) and the Vendor named below:

Name of Vendor(s): _____

Address: _____

Telephone Number: _____

Social Security Number or
Federal Tax Identification: _____

University and Vendor enter into this Agreement for the services further described below (“Services”) to be provided by Vendor and payment for the Services by the University. In consideration of the mutual promises and undertaking described herein, the parties have agreed as follows:

1. **Description of Services and Term:** Vendor shall provide the following Services:

[Insert Description of Services and dates, time periods, etc.]

Vendor shall provide the Services in a professional and workmanlike manner with a degree of skill and expertise that would be standard for the provision of similar services in the same industry.

2. **Compensation; Payment:** The University will pay Vendor as follows:

[Insert amount and method of payment – i.e. hourly, time and materials, flat fee, etc.]

Vendor shall keep an accurate and honest accounting of the number of hours worked and services performed. Vendor must invoice University in order to receive payment and to begin the payment process. Each invoice must also identify the University purchase order number, services, portion of services, and expenses for which compensation is sought. Payment will be made by University check within forty (40) days of receipt of this invoice. The University reserves the right to return any invoice that does not comply with the requirements stated above. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of

Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University. The University is not responsible for making travel arrangements or paying any travel-related expenses for Vendor. (If the Agreement is modified to include reimbursement for travel expenses, such reimbursement will be provided only in compliance with section 112.061 of the Florida Statutes). Invoices can be submitted to USF Accounts Payable electronically by e-mail using the following e-mail address: apinvoices@admin.usf.edu.

3. **Travel and Ancillary Expenses:** If Vendor's fees include travel expenses or cost reimbursements, then all travel expenses, meals and lodging, etc. shall be paid in accordance with Section 112.061, Florida Statutes, which may limit travel time and per diem charges. In addition, such expenses must be substantiated by proper receipts and submitted with an applicable invoice. Any non-documented expenses and those in excess of the amounts prescribed by law shall be borne by Vendor.
4. **Term and Termination:** This Agreement shall commence when signed by both parties and continue until terminated or until the Services contemplated hereunder have finished or for the term set forth in Section 1. Either party may terminate this Agreement upon thirty (30) days written notice to the other.
5. **Availability of Funds:** The University's performance and obligation to pay under this Agreement shall at all times be contingent upon an annual appropriation by the Legislature. A "non-appropriation" shall also include a reduction of University's general budget by 5% or more in any one year. In such an event, the University shall give notice to Vendor of the non-availability of such funds and the intent to terminate this Agreement when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment for only those services performed prior to the date notice is received.
6. **Limited Liability:** Each party assumes all risk of and will remain primarily responsible for personal injury and property damage attributable to the negligent acts or omissions of their officers, agents, and employees while acting within the scope of their office or employment.

HOWEVER, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Notwithstanding anything to the contrary in the Agreement, University does not agree to enlarge the scope of the waiver of sovereign immunity for state agencies provided in Florida Statute 768.28 and does not consent to be sued other than as provided by Florida law.

7. **Indemnification:** Vendor will indemnify and hold free and harmless and defend the University, and the officers, employees and agents of each from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses which directly or indirectly may arise or be alleged to have arisen the gross negligence or intentional conduct of Vendor or its officers, employees, agents and contractors related to this Agreement.

8. **Relationship of Parties; Independent Contractor:** Nothing herein is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties or as constituting either party as an agent or representative of the other party. Vendor shall have control of the manner and performance of the Services. Vendor shall be responsible for all obligations of being an independent contractor, including but not limited to the payment of all relevant state and federal income taxes on fees paid by University. Vendor shall be responsible for the proper use and timely return of any credentials or other indices of authority to conduct background investigations on behalf of the University that may be issued to Vendor.
9. **Force Majeure:** No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
10. **Licenses:** In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.
11. **Entire Agreement; Modifications:** This Agreement sets forth the complete agreement of the parties regarding the subject matter herein. It supersedes all prior or contemporaneous proposals or agreements between the parties, written or oral. All amendments or modifications to this Agreement must be in writing signed by authorized representatives of both parties.
12. **Assignment:** Neither party may assign the rights and/or obligations under this Agreement to a third party without the express written consent of the other party.
13. **Counterparts:** The Agreement may be signed in counterparts which together shall form a single agreement as if all parties had executed the same document.
14. **Applicable Law:** This Agreement is subject to the laws of the State of Florida and all rules, regulations and statutes governing the University of South Florida. For any disputes arising under this Agreement, the parties consent to jurisdiction and venue in the state or federal courts located in Hillsborough County, FL.
15. **Public Records:** Records made by Vendor that relate to the business of University may be subject to Chapter 119, Florida Statutes as "Public Records". If necessary, Vendor shall allow public access to all documents, papers, letters or other material made or received by Vendor in conjunction with this Agreement. Vendor's refusal to allow such public access shall be grounds for cancellation of this Agreement by the University.
16. **Public Entity Crime:** In accordance with section 287.133, Florida Statutes, Vendor hereby certifies that to the best of Vendor's knowledge and belief, neither Vendor nor Vendor's affiliates have been convicted of a public entity crime. Should the Vendor or

Vendor's affiliates violate section 287.133 of the Florida Statutes the University will have grounds for cancellation of the Agreement.

17. **No Employee Relationships:** In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.
18. **No Lobbying:** The expenditure of funds disbursed from Florida State appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited. Vendor warrants that no individual employed by it conducts any lobbying activities.
19. **ADA:** If applicable, the Vendor agrees to comply with the Americans with Disability Act (ADA) of 1990 and subsequent amendments.
20. **Federal Suspension and Debarment:** The Vendor affirms to the best of its knowledge and belief, that the business or payee identified in this contract and its principals are not presently debarred, suspended, proposed for debarment ineligible, or voluntarily excluded by any Federal Department or Agency. To the extent this assertion proves inaccurate, University may, in its sole discretion, terminate this agreement without penalty to University.
21. **Notice to Vendor; Employment of Illegal Aliens:** The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of this Agreement by University.

In witness whereof, the parties hereto have executed this Agreement on the dates indicated below.

Vendor

University of South Florida

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Title: _____

Date: _____