



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Master Agreement”) is made and entered into as of the _____ day of _____, (the “Effective Date”) by and between FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (“Florida Tech”), and _____ (“Service Provider”). Services are to be provided as both per our _____ RFP and the pricing and details that Service Provider submitted to Florida Tech.

1. Scope and Term of Master Agreement. This Master Agreement shall apply to and control, and shall be deemed incorporated into, all agreements related to Service Provider providing ~~to~~ Service Purchase Orders. During the term and ~~subject to the~~ conditions

_____ set forth in this Master Agreement, Florida Tech may issue one or more Service Purchase Orders to Service Provider from time to time and in its discretion for the provision of various services (“Services”) by Service Provider to Florida Tech. Upon acceptance of a Service Purchase Order by Service Provider, Service Provider agrees to provide the Services specified therein upon the terms and conditions contained in the Service Purchase Order and the terms and conditions set forth in this Master Agreement. A Service Purchase Order shall be deemed accepted upon Florida Tech’s receipt of Service Provider’s written acknowledgment of acceptance of such Service Purchase Order.

3. Statement of Work. A Service Purchase Order may incorporate by reference a statement of work (“Statement of Work”) which more particularly defines and describes the scope of the Services covered by the Service Purchase Order and which contains various terms and conditions which shall be applicable to performance of the Services, including without limitation, specific personnel requirements, performance standards, acceptance criteria, payment conditions, reporting requirements and damages provisions.

4. Service Standards and Quality. All Services provided by Service Provider shall be quality and have such other attributions as may be set forth in the Service Purchase Order. Service Provider agrees to maintain the highest quality of performance in connection with the performance

5. Personnel. Service Provider wi

Service Provider, whether or not related to the applicable Service Purchase Order. Any pricing agreement or other supplemental terms and conditions agreed to by the parties with respect to Service Purchase Orders placed pursuant hereto are attached hereto as Exhibit "A" and made a part hereof. Florida Tech may make payment without fee or charge using Bank of America's card payment system.

9. Representations and Warranties by Service Provider. Service Provider represents and warrants to Florida Tech (i) that Service Provider is qualified and has the expertise and ability to perform the Services, and (ii) that Service Provider has all licenses and registrations required by applicable governmental authorities for the performance of the Services. Service Provider represents and warrants that any materials provided by Service Provider shall not infringe upon any copyrights or other intellectual property rights of any person, firm or corporation, and that Service Provider has or will obtain all licenses, consents, permissions and releases and made all payments required in connection with any goods and services provided by Service Provider. Service Provider represents and warrants that it will at all times comply with the Occupational Safety and Health Act of 1970 and all rules and regulations now or hereafter in effect under said act and any other federal, state or local laws, rules and regulations pertaining to job safety and health.

10. Independent Contractor Status. The relationship of Service Provider to Florida Tech shall be that of an independent contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee, principal and agent, or partners or joint venturers between Service Provider and Florida Tech. Service Provider and its personnel shall not be entitled to participate in any of the employee benefit, deferred compensation or other plans maintained by Florida Tech for its employees. Service Provider shall promptly complete and furnish to Florida Tech a Vendor Registration form and a W9.

11. Insurance. Service Provider shall obtain and maintain throughout the term of this Master Agreement commercial general liability insurance, automobile liability, workers compensation and employer's liability insurance in accordance with Florida Tech's requirements as the same may be established for the services to be rendered by Service Provider. Florida Tech shall provide Service Provider with a written request for proof of insurance containing its specific coverage requirements, which may include a requirement for Professional Liability coverage if appropriate. Service Provider's policy of commercial general liability insurance shall include contractual liability coverage insuring the performance by Service Provider of its indemnification obligations under this Master Agreement and shall name Florida Tech as an additional insured. Said insurance coverage procured by service provider naming Florida Tech as an additional insured shall be primary over and above all other available insurance coverage for Florida Tech. Service Provider shall also obtain and maintain throughout the term of the Master Agreement workers compensation insurance in compliance with applicable state law covering all persons employed by Service Provider. All policies shall be issued by insurance companies licensed to do business in the State of Florida, shall provide for thirty (30) days written notice to Florida Tech prior to any cancellation, reduction or modification of coverage and shall comply in all respects with the insurance requirements of Florida Tech's Purchasing Policy. Service Provider shall furnish Florida Tech with evidence (satisfactory to Florida Tech) of all insurance coverage required hereunder prior to commencing the performance of the Services, which will include a certified copy of said insurance policy and declaration sheet, and/or all applicable endorsements.

12. Indemnification. Service Provider shall indemnify, hold harmless and defend Florida Tech, its subsidiaries, related and affiliated companies, and the trustees, officers, faculty, employees, agents, and assigns of each, from and against any and all damages, claims, demands, suits, judgments, losses or expenses (including, without limitation, reasonable attorneys' fees at or before the trial level and in any appellate proceeding) of any nature whatsoever arising in whole or in part, directly or indirectly from or out of any act or omission of Service Provider, any fa

17. Miscellaneous. This Master Agreement or any provision hereof may be amended or waived only by written agreement signed by both parties. This writing, together with the General Terms and Conditions for Florida Tech's Purchase Orders and the Purchasing Policy, constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals and undertakings between the parties regarding the subject matter hereof. No provision in this Master Agreement shall provide to any person not a party to this Master Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Master Agreement shall for any reason be held to have no force and effect, this Master Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Master Agreement that, by their sense and context, are intended to survive the suspension or termination of this Master Agreement shall so survive. This Master Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other. Neither party may assign this Master Agreement without the prior written consent and approval of the other party. All disputes related to this Master Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. In connection with any litigation, including appellate proceedings, arising out of or under this Master Agreement, the prevailing party in such litigation shall be entitled to recover such party's out-of-pocket costs and reasonable attorneys' fees. This Master Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The parties consent to the exclusive venue in any litigation arising out of this Master Agreement being laid in the appropriate state courts in Brevard County, Florida. The parties waive any right that they might otherwise have to remove any such action to federal court.

18. THE PARTIES WAIVE ANY AND ALL RIGHT THEY OTHERWISE MIGHT HAVE TO A JURY TRIAL FOR ANY CAUSE IN ANY WAY RELATED TO , CONNECTED WITH , ASSOCIATED WITH OR ARISING OUT OF THIS AGREEMENT, THE PURCHASE ORDERS ANTICIPATED BY THIS AGREEMENT, OR ANY CLAIMS OR COUNTER-CLAIMS WHICH THE PARTIES MIGHT ATTEMPT TO ASSERT IN ANY WAY RELATE TO THIS AGREEMENT.

19. This Agreement may be executed in counterparts, each of which shall be valid as an original and all of which shall be one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be duly executed as of the day and year first above written.