

AGREEMENT

THIS AGREEMENT is entered into this 28th day of September 2017, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") and University of West Florida, for and on behalf of its Board of Trustees, (hereinafter referred to as "Contractor") in support of the Florida SBDC Network (hereinafter referred to as "FSBDCN").

WHEREAS, EFI as the principal economic development organization for the State of Florida has the responsibility to provide leadership for business development in Florida by establishing a unified approach to Florida's efforts of international trade and reverse investment, by marketing Florida as a pro-business location for potential new investment, and by assisting in the creation, retention, and expansion of existing businesses, and

WHEREAS, the State of Florida had provided, through legislative appropriation, funding to Enterprise Florida to continue the Florida Export Diversification and Expansion Programs and to assist Florida's existing businesses in their ability to conduct international trade, and

WHEREAS, EFI recognizes that the ability to conduct international trade improves and strengthens Florida's existing businesses, and

WHEREAS, EFI recognizes that companies with a strategic plan for exporting ("Export Marketing Plan") are more likely to successfully generate export sales, and

WHEREAS, EFI recognizes that companies are more likely to consider a strategic plan for exporting when financial assistance is available, and

WHEREAS, Contractor, through its FSBDCN of Certified Global Business Professionals, represents that it possesses the requisite skills, knowledge qualifications and other specific skills required to complete Export Marketing Plans on behalf of qualified Florida companies, and

WHEREAS, the parties desire to enter into an Agreement setting forth the terms and conditions in which services are to be provided.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERM:

1. The term of this Agreement shall commence on August 1, 2017 and shall remain in effect until all services described in Paragraph 2, Scope of Services; or June 30, 2018, whichever occurs first; or unless earlier terminated as provided herein. Any extensions shall be at the sole discretion of EFI. Any extension shall be in writing and authorized by amendment to this Agreement.

SCOPE OF SERVICES:

2. As described in Attachment A—Scope of Work, Contractor shall complete twenty-eight (28) Export Marketing Plans at a cost of four thousand dollars (\$4,000.00) each, with five hundred dollars (\$500.00) of such amount to be paid by the Plan recipient to the relevant SBDC for which the Export Marketing Plan is prepared. Three thousand-five hundred dollars (\$3,500.00) of such amount shall be paid by EFI to Contractor for a total value not to exceed ninety eight thousand dollars (\$98,000.00) during the term of this agreement.

CONFIDENTIALITY

3. EFI represents that the Export Marketing Plans and the company-specific information to be provided to Contractor hereunder will constitute proprietary confidential business information as described in Section 288.075, Florida Statutes and will be confidential and exempt from disclosure under Section 119.07(1) and Section 24(a), Article I of the State Constitution.

CONSIDERATION:

4. EFI agrees to pay Contractor up to the sum of Three Thousand Five Hundred dollars (\$3,500.00) for each completed Export Marketing Plan, up to a total of 28 Export Marketing Plans completed during the term of this Agreement. Payments will be made upon receipt of each completed Export Marketing Plan, and an invoice for payment.

5. Pursuant to its contract with the Department of Economic Opportunity (DEO), EFI's obligation to pay under this Agreement is contingent upon funds appropriated by the Florida legislature and DEO's funding obligations to EFI. Within 30 days of its awareness of a funding shortfall, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this Agreement.

AGREEMENT MANAGER

6. EFI's Manager of International Marketing and Research, Kristian Jenkins, or an assigned successor shall act as the Agreement Manager to ensure compliance by Contractor with all of the terms and provisions herein. The parties and their respective addresses for the purpose of this Agreement are:

EFI:	Kristian Jenkins, Manager, Int'l Marketing and Research Enterprise Florida, Inc. 800 No. Magnolia Ave. Ste. 1100 Orlando, FL 32803 Phone: 407-956-5694/ Fax: 407-956-5599 kjenkins@enterpriseflorida.com
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Sponsored Research Contact:	Mark Roltsch, Ph.D. Assistant Vice President for Research University of West Florida 11000 University Parkway, Bldg. 11, Room 111 Pensacola, FL 32514-5750 Phone: 850-474-2824/Fax: 850-474-2082 Email: mroltsch@uwf.edu
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FSBDCN Contact:

David P. Weeks
Associate State Director
Florida SBDC Network
University of West Florida
11000 University Parkway, Bldg. 38, Room 121
Pensacola, FL 32514-5750
Phone: 850-898-3481
Email: dweeks@uwf.edu

NOTICES

7. All notices between the parties provided for herein shall be by either confirmed e-mail, confirmed FAX, confirmed business mail service or certified mail, return receipt requested, delivered to the address of the parties as set forth in Paragraph 6 above.

TERMINATION

8. This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to the President and CEO of EFI. This Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Contractor. In the event this Agreement is terminated prior to the expiration of the term, EFI shall pay the Contractor for work completed and any obligations and expenses incurred by the Contractor that could not reasonably be canceled.

CONFLICTS OF INTEREST

9. Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities that could be a conflict of interest to EFI or a particular business interest in Florida, EFI has the right to instruct Contractor to discontinue such efforts. In such event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

INDEPENDENT CONTRACTOR

10. Contractor is working as an independent contractor and not as EFI's employee in the performance of this Agreement. The Contractor acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Contractor. The Contractor further acknowledges that neither the Contractor nor the employees of the Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

NON-EXCLUSIVE RELATIONSHIP

11. The relationship between the parties is a non-exclusive one which allows the Contractor to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

COMPLETE AGREEMENT

12. The attached Terms and Agreements ("TERMS") apply. This agreement constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this agreement.

MODIFICATION

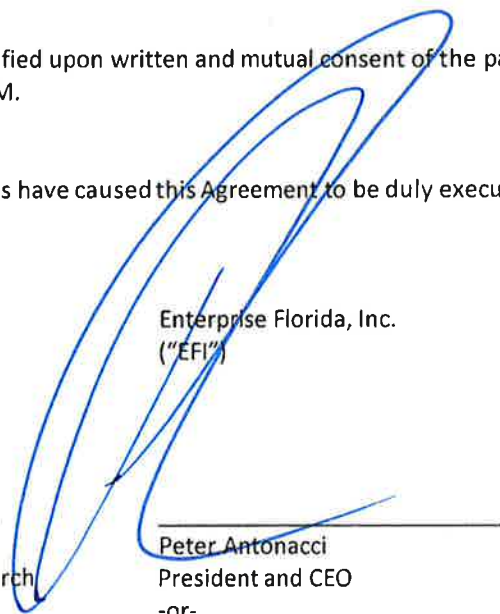
13. This Agreement may be modified upon written and mutual consent of the parties, including the term extension noted in Section 1 TERM.

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

University of West Florida
("Contractor")

Enterprise Florida, Inc.
("EFI")

DocuSigned by:
Mark Roltsch
0780A814112B495
Mark Roltsch, Ph.D.
Assistant Vice President for Research



Peter Antonacci
President and CEO
-or-

8/31/2017
Date

Designee
P. Antonacci
Date



Enterprise Florida Contract Terms & Agreements 2017-18

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables.
3. In the event of termination for cause, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses incurred prior to the effective date of termination.
4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.
5. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.
6. To the extent required by Florida Statutes §287.134(3)(a) and EFI's contract with the Governor's Department of Economic Opportunity (DEO) Contractor acknowledges notice of the requirements of Florida Statutes §287.134(2)(b). To Contractor's knowledge, it has not been placed on the discriminatory vendor list described by Florida Statutes §287.134.
7. To the extent required by the Florida Statutes 287.134(3)(a), the Contractor acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Contractor has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Contractor affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.
8. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Contract. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
9. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this contract.
10. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.
11. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.
12. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.
13. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.
14. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.
15. EFI shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Contractor or any contractor or subcontractor cause for termination of this Agreement.
 - a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires the DEPARTMENT contracts in excess of nominal value to expressly require Contractors to:
 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Agreement term; and,
 2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
 - b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after

the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

- c. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement

Attachment A – Scope of Services

Export Marketing Plans for New-to-Export Manufacturers and Professional Services Providers

Program Description:

The Export Marketing Plan program provides pre-qualified companies/applicants with a strategic plan for exporting customized to their specific needs and capabilities. The Plan(s) help companies effectively execute their export development strategies by targeting the most suitable overseas markets, developing successful country launch strategies, and providing overseas promotion campaign options. The Plans are completed by a network of Certified Global Business Professionals (CGBPs) located at Small Business Development Centers (SBDCs) throughout the state. The U.S. Export Assistance Centers in Florida and Enterprise Florida field offices act as ad hoc advisors. Each applicant is pre-qualified jointly by the CGBP and EFI's local trade representative based on criteria established together by Enterprise Florida and the FSBDC Network. The program is promoted by Enterprise Florida, U.S. Export Assistance Centers in Florida, Florida Small Business Development Centers, the Manufacturer's Association of Florida, the Florida Chamber of Commerce and other trade promotion agencies.

Deliverables / Timeline / Costs:

The total cost for preparation and delivery of a company-specific Export Market Plan is \$4,000.00. Each company will pay the local SBDC \$500.00 towards the cost of the Plan when the company signs the Acknowledgment Form provided by the CGBP at the beginning of the process. Enterprise Florida will use Florida Export Diversification and Expansion funds to pay the Contractor the \$3,500.00 balance for each Plan. Upon completion of each Export Marketing Plan, the relevant SBDC will forward (electronically) to Contractor and FSBDCN a final copy of the \$500.00 check paid by the company. Contractor will forward the documents and an invoice for \$3,500.00 to EFI.

A total of twenty-eight (28) Export Marketing Plans for a total cost to EFI not to exceed \$98,000.00 will be completed during the term of this contract.