

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
UNIVERSITY OF WEST FLORIDA**

THIS AGREEMENT ("Agreement") is entered into this 8th day of **January**, 2019, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI") and University of West Florida, for and on behalf of its Board of Trustees, ("Contractor") in support of the Florida SBDC Network ("FSBDCN") (also herein as "Party" and Parties").

RECITALS

WHEREAS, EFI is 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 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 is hereby acknowledged, the parties agree as follows:

1. TERM:

The term of this Agreement shall commence on January 1, 2019, and shall remain in effect until all services described in Paragraph 2, Scope of Services, are complete; or unless earlier terminated as provided herein. This Agreement may be renewable at the absolute discretion of EFI, it being acknowledged that EFI's decision to renew this Agreement shall be based primarily, but not exclusively, on Contractor's fulfillment of its obligations under this Agreement. Any extensions and renewals shall be agreed to by

both parties in writing and authorized by amendments to this Agreement as stated in Paragraph 14.

2. SCOPE OF SERVICES:

As described in Attachment A – Scope of Work, Contractor shall complete twenty-two (22) Export Marketing Plans at a cost of five thousand dollars (\$5,000.00) 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. Four thousand-five hundred dollars (\$4,500.00) of such amount shall be paid by EFI to Contractor for a total value not to exceed ninety nine thousand dollars (\$99,000.00).

3. CONFIDENTIALITY:

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.

4. CONSIDERATION:

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor up to the sum of four thousand-five hundred dollars (\$4,500.00) for each completed Export Marketing Plan, up to a total of 22 Export Marketing Plans.

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, as referenced in Paragraph 7, Availability of Funds, and DEO's funding obligations to EFI.

5. AGREEMENT MANAGER:

EFI's Manager of Grants and Contracts, Michelle Boylan, 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: | Michelle Boylan, Manager, Grants and Contracts Enterprise Florida, Inc. 800 N, Magnolia Ave. Suite 1100 Orlando, FL 32803 Phone: 407-956-5636/Fax: 407-956-5599 mboylan@enterpriseflorida.com |
|-------------|--|

**Sponsored
Research:**

Matthew Schwartz, Ph.D.
Interim Asst. Vice Pres., Research Admin.
University of West Florida
11000 University Parkway, Bldg. 11, Rm. 111
Pensacola, FL 32514-5750
Phone: 850-474-2824/Fax: 850-474-2082
mschwartz@uwf.edu

FSBDCN:

David P. Weeks, Associate State Director
Florida SBDC Network
University of West Florida
FSBDC Network Headquarters
220 West Garden Street
Pensacola, FL 32502-5617
Phone: 850-898-3481
dweeks@uwf.edu

6. NOTICES:
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 5 above.
7. AVAILABILITY OF FUNDS:
EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds that may be used and are sufficient to support this Agreement and all of EFI's other duties and responsibilities, and upon Contractor's satisfactory performance of its obligations set forth in this Agreement, as determined by EFI.
8. TERMINATION:
This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to the President and CEO of EFI. The 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 completion of services outlined in Paragraph 2, Scope of Services, EFI shall pay the contractor for work completed and any obligations and expenses incurred by the Contractor that could not reasonably be canceled.
9. TERMINATION FOR LACK OF FUNDING:
In addition to the right to terminate as otherwise provided in this Agreement, this Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice, or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its absolute discretion.

10. CONFLICTS OF INTEREST:

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 which could constitute 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.

11. INDEPENDENT CONTRACTOR:

Contractor is acting as an independent contractor and not as EFI's employee in the performance of the Services. Contractor acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of Contractor. Contractor further acknowledges that neither Contractor nor the employees of 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.

12. NON-EXCLUSIVE RELATIONSHIP:

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.

13. AMENDMENT/MODIFICATION/NOTIFICATIONS:

This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

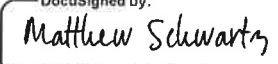
14. COMPLETE AGREEMENT:

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.

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.
a Florida not-for-profit corporation
("EFI")

DocuSigned by:

EE54FB85E706412
Matthew Schwartz, Ph.D.
Interim Assistant Vice President
Research Administration

Mike Grissom
Interim President and CEO

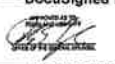
-or-

Designee Robert Schlotman - SVP/Controller

Date: 01/09/2019

Date: 1/15/19

Approved for form and legality:

DocuSigned by:

40C1082F0D894D7
General Counsel 01/09/2019
Date

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 in 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 & Costs:

The total cost for preparation and delivery of a company-specific Export Market Plan is \$5,000.00. Each company will pay the local SBDC \$500.00 towards the cost of the Plan when the company signs the Letter of Engagement provide by the CGBP at the beginning of the process. Enterprise Florida will use Florida Export Diversification and Expansion funds to pay the Contractor the \$4,500.00 balance for each Plan. Upon completion of each Export Marketing Plan, the relevant SBDC will forward (electronically) to Contractor, FSBDCN, and EFI Contract Manager the completed Export Marketing Plan, Acknowledgement of Receipt letter and copy of \$500 payment from company. Contractor will forward the documents and an invoice for payment to EFI.

A total of twenty-two (22) Export Marketing Plans for a total cost to EFI not to exceed \$99,000.00 will be completed.