THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES is made and entered into this day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (hereinafter referred to as “Florida Tech), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Contractor, Vendor or Supplier**”).

1. Scope of Services. The **Contractor, Vendor or Supplier** agrees to provide the following services:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Compensation. Florida Tech agrees to pay **Contractor, Vendor or Supplier** $ \_\_\_\_\_\_\_\_\_\_\_\_ for the services provided. Payment terms are as follows:

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1. Term and Termination. This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_ and shall continue until \_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Agreement. Either party may terminate this Agreement at any time by giving thirty (30) days’ written notice. Upon termination, **Contractor, Vendor or Supplier** shall be entitled to payment for services performed through the termination date.
2. **Contractor, Vendor or Supplier** Status. The **Contractor, Vendor or Supplier** is an independent **Contractor, Vendor or Supplier** rendering professional services. Nothing contained herein shall be deemed to create a relationship of employer and employee, principal and agent, or partners or joint ventures between Contractor, Vendor or Supplier and Florida Tech. The **Contractor, Vendor or Supplier** is responsible for their own taxes, insurance, and compliance with all applicable laws. **Contractor, Vendor or Supplier** shall promptly complete and furnish to Florida Tech a Vendor Registration Form and a W9.
3. Contact Persons. The main contact persons for the **Contractor, Vendor or Supplier** with respect to this Agreement and the Services to be provided hereunder shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Insurance and Liability. **Contractor, Vendor or Supplier** shall, at its sole cost and expense, procure and maintain throughout the term of this contract, the following insurance policies provided in Exhibit A.

1. Indemnification. The **Contractor, Vendor or Supplier** shall defend, indemnify and hold harmless Florida Tech and all of Florida Tech’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the **Contractor, Vendor or Supplier**, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The **Contractor, Vendor or Supplier** recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Florida Tech when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Florida Tech in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the **Contractor, Vendor or Supplier** of its liability and obligation to defend, hold harmless and indemnify Florida Tech as set forth in this article of the Agreement.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
3. Release of Claims. In consideration for the **Contractor, Vendor or Supplier** services provided under this Agreement, **Contractor, Vendor or Supplier** hereby irrevocably releases, waives, acquits, and discharges Florida Tech’s employees, agents, and representatives from any and all claims, demands, actions, causes of action, liabilities, damages, costs, or expenses (including attorneys' fees), whether known or unknown, arising out of or in connection with the performance of services under this Agreement, except for claims arising from Florida Tech’s gross negligence, willful misconduct, or breach of this Agreement. The **Contractor, Vendor or Supplier** acknowledges and agrees that this release is a material term of this Agreement, and that Florida Tech would not have agreed to provide compensation or other consideration without this release.
4. Non-Waiver. Either party’s failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
5. Survivability: All provisions of this Agreement relating to warranties, remedies, confidentiality, proprietary rights, limitation of liability, indemnification obligations, release of claims and payment obligations (for payment obligations incurred during the Term) will survive the expiration or termination of this Agreement. Termination or expiration of this Agreement will not affect any rights, obligations or liabilities that arose prior to such termination or expiration.
6. Intellectual Property Rights. **Contractor, Vendor or Supplier** retains ownership of the Deliverables, but grants Florida Tech a non-exclusive, perpetual, worldwide, royalty-free license to use, reproduce, display, distribute, and create derivative works from the Deliverables for educational, archival, promotional, and institutional purposes.
7. Confidentiality. **Contractor, Vendor or Supplier** acknowledges that, during the term of this Agreement, **Contractor, Vendor or Supplier** may be exposed to confidential or proprietary information. All information disclosed by Florida Tech to **Contractor, Vendor or Supplier** pursuant to this Agreement (I) which **Contractor, Vendor or Supplier** reasonably should know is confidential or proprietary, or (ii) which is disclosed in writing and marked "proprietary", "confidential" or the like, or (iii) which is verbally disclosed, is identified as confidential at the time of disclosure and confirmed in writing as confidential or proprietary within ten days after the date of disclosure, is hereinafter referred to as ”Confidential Information". **Contractor, Vendor or Supplier** covenants and agrees to maintain in strictest confidence all Confidential Information disclosed to consultant, directly or indirectly, while performing the Services under this Agreement. Upon request, **Contractor, Vendor or Supplier** shall return all Confidential Information and any copies thereof in

its possession to Florida Tech. **Contractor, Vendor or Supplier** shall be liable hereunder for

compliance with this covenant of confidentiality and **Contractor, Vendor or Supplier** agrees it shall be liable to Florida Tech for any breaches of this covenant by any employee, agent of **Contractor, Vendor or Supplier. Contractor, Vendor or Supplier** agrees to cause each person who provides services under this Agreement to execute an acknowledgment of their obligations under this provision.

1. Dispute Resolution/Arbitration Clause. Any dispute arising out of or relating to this Agreement that cannot be resolved through good faith negotiations within thirty (30) days shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, with arbitration to take place in Brevard County, Florida before a single arbitrator. Each party shall bear its own legal fees and costs, and share equally in the arbitrator’s fees, unless otherwise determined by the arbitrator. Either party may seek injunctive relief in a court of competent jurisdiction for breaches involving confidentiality or intellectual property.
2. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, or power failures, provided that the affected party gives prompt notice to the other party and uses reasonable efforts to resume performance.
3. Amendments. This Agreement may be amended or modified only by a written instrument signed by both parties.
4. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
5. Public Communications. Neither party shall make reference to the other party in any advertising or public relations material, or use the other party's trademarks or logos, without prior written approval of the other party. Neither party shall have the right to issue a press statement or press release regarding this Agreement without the prior written approval of the other party.
6. Conflicts of Interest. **Contractor, Vendor or Supplier** represents and warrants that to the best of their knowledge there exists no actual or potential conflict of interest between **Contractor, Vendor or Supplier**'s family, business or financial interests and **Contractor, Vendor or Supplier**'s services under this Agreement. **Contractor, Vendor or Supplier** agrees to promptly advise Florida Tech in the event any change of circumstance results in the creation of any actual or potential conflict of interest. **Contractor, Vendor or Supplier** certifies that **Contractor, Vendor or Supplier** is not a faculty member or student of Florida Tech.
7. Endorsement Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
8. Liability for Damages: **Contractor, Vendor or Supplier** shall be fully responsible for any and all damages, losses, or injuries caused by **Contractor, Vendor or Supplier**, its employees, agents, or subcontractors while performing services on the campus of Florida Institute of Technology. This

includes, but is not limited to, damage to university property, injury to individuals, and disruption of campus activities. **Contractor, Vendor or Supplier** agrees to indemnify and hold harmless Florida Institute of Technology, its trustees, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or resulting from **Contractor, Vendor or Supplier**'s performance of services, including acts of negligence, omissions, or misconduct. There shall be no limitation on the amount or type of damages Florida Institute of Technology may recover from **Contractor, Vendor or Supplier** in connection with such claims or liabilities.

1. **Contractor, Vendor or Supplier**’s Qualifications and Warranty of the Services. In accordance with the terms and conditions of this Contract, the **Contractor, Vendor or Supplier** represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the **Contractor, Vendor or Supplier** agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment. **Contractor, Vendor or Supplier** shall correct, without delay and at its own expense, any portion of the Services that does not meet the foregoing standard and that is discovered at any time.
2. Non-Disparagement. **Contractor, Vendor or Supplier** agrees and covenants that he/she will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements, or make any maliciously false statements concerning Florida Tech, or its businesses, programs or any of its faculty, employees, officers and clients.
3. Attorney Fees. In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs, and other related expenses. The reasonableness of such fees and costs shall be determined by the court.
4. Assignment and Delegation. The **Contractor, Vendor or Supplier** shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the **Contractor, Vendor or Supplier** subcontract any service without the prior written approval of the University.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into as of the day of the last endorsement hereunder by the Parties.

FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit

Print Name

CLIENT

Print Name

Signature Signature

Title Title

Date Date

**EXHIBIT A**

**Insurance Requirements for Vendors, Contractors, and Service Providers**

All contractors, vendors, and service providers performing work, providing services, or delivering products on Florida Institute of Technology property are required to maintain insurance coverage that meets the following minimum standards. This insurance protects both the university and the contractor/vendor against potential claims or losses.

**General Requirements:**

1. **Proof of Insurance:**
Prior to the commencement of any work or services, the vendor must furnish a valid Certificate of Insurance (COI) issued by the insurance provider. The COI must include:
	* Coverage types and limits.
	* Policy effective and expiration dates.
	* Designation of the university as an **additional insured** where applicable.
	* A 30-day notice of cancellation or nonrenewal.
2. **Submission of Certificates:**
COIs must be submitted to both:
	* Office of Purchasing (purchasing@fit.edu)
	* Office of Legal and Compliance
	These offices will verify compliance with university standards.
3. **Carrier Requirements:**
All insurance must be provided by carriers authorized to conduct business in the State of Florida.
4. **Renewal Requirement:**
Renewal COIs must be submitted annually until all contracted work/services are completed.
5. **Minimum Coverage (Unless Otherwise Specified):**
All coverage limits below represent minimum requirements. Additional or higher limits may be required based on the nature of work.

**Required Insurance Coverage (as applicable):**

| **Type of Insurance** | **Minimum Required Limits** | **Additional Notes** |
| --- | --- | --- |
| **Commercial General Liability** | $1,000,000 per occurrence / $2,000,000 aggregate | Must include bodily injury, property damage, products/completed operations, independent contractors, and contractual liability. Florida Institute of Technology must be named as an additional insured. |
| **Automobile Liability** | $1,000,000 per occurrence | Required for vendors/contractors operating vehicles on university property. Must cover owned, hired, and non-owned vehicles. |
| **Workers’ Compensation** | Statutory Limits | Required per state law. |
| **Employer’s Liability** | $1,000,000 | None |

**Additional Insurance (As Applicable):**

| **Type of Insurance** | **Minimum Required Limits** | **Applies When…** |
| --- | --- | --- |
| **Liquor Liability** | $1,000,000 per occurrence / $2,000,000 aggregate | The vendor is serving or distributing alcohol. Higher limits may be required for large events. |
| **Sexual Abuse/Molestation Liability** | $1,000,000 per occurrence / $2,000,000 aggregate + $3,000,000 umbrella | Vendor interacts with minors or vulnerable populations; External youth camps, schools, or organizations with minors. Coverage may be included in General Liability or a separate policy. |
| **Professional Liability (Errors & Omissions)** | $1,000,000 per occurrence and aggregate | For licensed professionals and those providing advisory/design/consulting services. For architects and engineers: $2,000,000 per occurrence and aggregate. |
| **Umbrella/Excess Liability** | $5,000,000 per occurrence and aggregate | May be required depending on project scope. Sits above General, Auto, and Professional Liability. |
| **Cyber Risk Insurance** | $2,000,000 per claim | Required when handling private, confidential, or protected information. Maintained post-agreement for 3 years. |
| **Environmental Liability** | $2,000,000 per claim and aggregate | Required for hazardous material handling, remediation work, or environmental exposures. Higher limits may apply depending on risk. |

**Additional Conditions:**

* The university must be named as **additional insured** on applicable general liability policies.
* Insurance must be **primary** to any insurance maintained by the university.
* **Workers’ compensation and professional liability policies** do **not** require the university to be named as an additional insured.
* **Claims-made** coverage must be clearly indicated on the COI.
* Acceptance of a non-compliant COI by the university does **not** waive these insurance requirements.

**Contact Information:**
For questions regarding these insurance requirements, please contact the Office of Legal and Compliance (compliance@fit.edu).