**CONTRACTOR SERVICES AGREEMENT**

[INSERT name or title of services being procured]

This Contractor Services Agreement (this “Agreement”) is made as of the date signed by both parties below (the “Effective Date”), by and between Florida State University Board of Trustees, a public body corporate of the State of Florida, pursuant to Section 1001.72, Florida Statutes, acting for and on behalf of Florida State University (“FSU”) located at 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480, and [Full legal name of the entity or Contractor], a [State] [Type of Entity - corporation, limited liability company, partnership, sole proprietorship, etc.] with its principal place of business at [Address] (“Contractor” or “Supplier”), individually or collectively referred to as “party/parties”.

1. Term of Agreement

The term of this Agreement is from [beginning date of agreement], through [end date of agreement]. [**OPTIONAL** **–** Under no circumstances shall this Agreement automatically renew. Should the parties wish to continue services of the Agreement, both parties shall mutually sign a document stating its renewal. The optional renewal period(s) of this Agreement shall be {Insert length of time}]

1. Scope of Work/Compensation
   1. The services to be provided under this Agreement (the “Work” or “Services”) are described in **Schedule A** attached and incorporated herein or in a proposal, applicable order or services order form(s) accepted by FSU.

* 1. FSU will pay Contractor as provided in **Schedule B** attached or in a proposal, applicable order or services order form(s) accepted by FSU.
  2. Unless otherwise provided in Schedule B, FSU will pay Contractor within forty (40) days of receipt of the invoice, goods received, or services performed, whichever is later. The parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1) will not be enforced unless Contractor requests payment. To obtain the applicable interest rate, please contact FSU Controller’s Payables and Disbursements Section at (850) 644‐5021.
  3. The performance by FSU of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the Agreement for the current and future periods. FSU shall provide notice to the Contractor of the non-availability of such funds and the intent to terminate the Agreement when FSU has such knowledge. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of FSU.
  4. The State of Florida, and FSU, is a tax immune sovereign and exempt from the payment of all sales, use, or excise taxes within the State of Florida. The Contractor is solely responsible for taxes required to perform under this Agreement, as well as all taxes on net income earned through this Agreement.
  5. If FSU agrees to directly reimburse Contractor for travel, meals, lodging, and other expenses under this Agreement, such expenses must be documented. Documentation must be submitted with Contractor es, unless otherwise directed. All such expenses must be paid in accordance with Section 112.061, Florida Statutes and FSU policy and regulation. Any non-documented expenses and/or expenses incurred outside the method and/or in excess of the amounts prescribed by Florida law or FSU policy and regulation will be borne by Contractor.
  6. FSU shall determine the accuracy of all invoices. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission. All invoices shall include FSU’s Purchase Order (“PO”) number, correct remit address, a clear description of goods/services provided (with amount), and total invoice amount. Invoices that have to be returned to the Contractor because of Contractor 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 FSU. Except where stipulated otherwise on the PO and/or Schedule A or B, address all invoices to:

Mail: Florida State University

Payables & Disbursements

UCA 5607 University Center

Tallahassee, FL 32306-2391

Email: invoices@admin.fsu.edu

* 1. Contractor will not incur costs for performance of services in excess of the amounts set forth in Schedule B or in the proposal, applicable order or services order form(s) without prior written approval of FSU’s Authorized Representative under this Agreement, who is:

[Enter Name, Title and Address of FSU Contact Person].

1. Requirements of Performance
   1. Independent Contractor

In performing services under this Agreement, Contractor is and will be deemed an independent contractor. Contractor will not act as nor be an agent or employee of FSU. Contractor will be solely responsible for determining the means and methods for performing the services described in Schedule A or in the proposal, applicable order or services order form(s).

* 1. No Assignment

This Agreement may not be assigned by Contractor.

* 1. Risks/Insurance
     1. All of Contractor’s activities will be at its own risk.
     2. Contractor is hereby given notice of its responsibility for arrangements to guard against physical, financial, and other risks as appropriate.
     3. Contractor will maintain workers’ compensation insurance as required by Florida Worker’s Compensation Law and will maintain standard commercial general liability insurance with minimum coverage of $1,000,000 per occurrence and $2,000,000 annual aggregate, business automobile insurance for owned and non-owned vehicles with coverage of not less than $1,000,000 single limit and Property Damage Liability with coverage of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Upon FSU’s request, Contractor shall provide to FSU’s Authorized Representative a certificate of insurance evidencing the coverage required herein prior to performing any services under this Agreement.
     4. Contractor will ensure that any subcontractors engaged to perform services through Contractor have workers’ compensation, commercial general liability, property damage and business automobile insurance in the amounts and as otherwise provided in this Agreement. Contractor agrees to indemnify, hold harmless, and defend FSU against any and all claims or losses as a result of the failure of any subcontractor to have and maintain such insurance during the performance of any subcontracted services under this Agreement.
  2. Standard of Care/Observance of Laws
     1. Contractor warrants that it will perform its services under this Agreement utilizing the professional care, skill, and diligence normally provided by similarly situated Contractors performing similar services.
     2. In the performance of the Agreement, Contractor shall, at its own expense, and at all times during the term of the Agreement: (a) comply with all applicable international, federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Contractor's industry standard, as well as all applicable FSU policy and regulations; and (b) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.
     3. Contractor will, and will advise its employees, agents and personnel providing services hereunder of their responsibility to, observe and abide by (a) all applicable laws and regulations; and (b) all rules and policies of FSU while on its premises. Contractor shall ensure that all employees have current background checks and criminal records checks at Contractor’s sole expense. All such FSU onboarding requirements and prescreening must be in place before site or other access will be authorized.
     4. At FSU’s sole discretion, FSU may immediately remove any Contractor employee from the premises for the following behaviors: (a) violation of FSU’s on-site work rules; (b) negligence, bad acts or willful misconduct, including, but not limited to, theft or violence, or the attempt or threat of same; or (c) for any act or threatened act that, in FSU’s sole discretion, may put FSU’s students or employees at risk. Notwithstanding the foregoing, if FSU determines, in good faith, that removal of a Contractor employee would be in the best interest of FSU, its employees or students, or the project, FSU shall notify Contractor in writing and Contractor will remove or reassign such employee as soon as reasonably possible.
     5. In the event “Contractor Personnel” or “Personnel” (defined to include the officers/owners, employees, contractors, and agents of Contractor) are required to provide services to FSU at its campuses, facilities, or events, Contractor must make commercially reasonable efforts to ensure that its Personnel act in a manner that assists FSU in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of FSU. If any Personnel is a convicted sexual offender or predator pursuant to F.S. 775.21, Contractor will notify the FSU Police Department at 850-644-1234. It is expressly agreed to by the parties that multiple violations of this section will be deemed a material breach by Supplier and subject to the termination in accordance with the Agreement.
  3. Time of Performance

Services will be provided in a timely manner. Contractor will notify FSU promptly of any anticipated delay in performance of services and will utilize its best efforts to mitigate any such delay.

* 1. Correction of Work

If within one year of completion and acceptance of the Work by FSU (or, for those systems, materials, products, components or services for which a longer warranty or guarantee period is specified in Schedule A, within those longer periods following completion and acceptance of the Work), any of the Work is found not to be in accordance with the requirements of this Agreement, including but not limited to the specifications and descriptions set forth in Schedule A, Contractor shall correct such Work promptly after receipt of written notice from FSU to do so, unless FSU has previously given Contractor a written acceptance of such condition. If Contractor fails to correct nonconforming Work within a reasonable time after notice from FSU, FSU may correct such Work and shall be entitled to reimbursement from Contractor for all costs associated with such correction.

1. Confidentiality/Ownership of Performance Materials/Use of Name and Marks
   1. Contractor agrees to the confidentiality and non-disclosure provisions attached and incorporated herein as **Schedule C**.
   2. Contractor assigns to FSU any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the Work developed or prepared for FSU hereunder. The Work will be deemed “work made for hire” under the federal copyright laws. Contractor agrees to give FSU reasonable assistance, at FSU’s expense, to perfect assignment of such rights, title and interest. To the extent the Work includes data, modules, components, designs, utilities, subsets, objects, processes, tools, models and specifications (“Technical Elements”) owned or developed by Contractor prior to or independently from its engagement with FSU, Contractor will designate the Technical Elements prior to execution of this Agreement and will grant to FSU a perpetual, worldwide, fully paid-up limited license to use the Technical Elements or other Contractor proprietary property for FSU’s purposes. Furthermore, Contractor hereby grants to FSU all rights of ownership (including all intellectual property rights) in, and the complete and unrestricted use of, all drawings, documents, videotapes, CDs and other tangible and intangible items prepared or produced by Contractor in connection with its performance under this Agreement, including but not limited to source code (“Performance Materials”). Contractor agrees to use Performance Materials only in connection with the services it provides under this Agreement.
   3. If for any reason the Work would not be considered a work made for hire under applicable law, Contractor sells, assigns and transfers to FSU all right, title and interest in the copyright of the Work and in all works based upon, derived from, or incorporating the Work, and in all income, royalties, damages, claims and payments due or payable now or in the future, and in all causes of action, either in law or in equity for past, present or future infringement based on the copyright, and in all rights corresponding to the foregoing throughout the world.
   4. Contractor agrees to execute all papers and to perform such other acts as FSU may deem necessary to secure the rights assigned and will not use the material for any purpose other than that set forth in this Agreement.
   5. Upon the expiration or termination of this Agreement, Contractor will immediately deliver to FSU all Performance Materials, all Confidential Information in Contractor’s possession and all other property belonging to FSU.
   6. Any entity that is controlled in whole or in part by FSU or is under common control with FSU (each, a “FSU Affiliate”) or non-controlled government or higher education entity (each, “Participating Affiliate”) may have access to this Agreement; provided, however, that neither the Contractor nor the FSU Affiliate or Participating Affiliate is required to enter into an equivalent agreement. If FSU Affiliate or Participating Affiliate chooses to enter into an equivalent agreement, it will so notify the Contractor in writing, and will proceed to execute such an agreement. FSU will have no responsibility whatsoever for the acts or omissions of a FSU Affiliate or Participating Affiliate, for the payment of invoices rendered to a FSU Affiliate or Participating Affiliate, or for the resolution of disputes or administration of contractual claims between the Contractor and an FSU Affiliate or Participating Affiliate. Additionally, FSU may disclose the pricing available under this Agreement to third-party Contractors and the group purchasing organizations (“GPOs”) of which FSU is a member.
   7. Unless expressly and specifically authorized in writing by FSU in advance, Contractor is prohibited from (a) using FSU’s name, trademarks, logos, or other marks (collectively herein known as the “Marks”); (b) incurring any debt or obligation on behalf of FSU; (c) entering into any contract, arrangement, or transaction which binds FSU to any extent or creates any obligation on FSU; and (d) utilizing FSU’s name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of FSU. Authorizations given by FSU shall automatically terminate upon termination of Agreement.
   8. The provisions of this Section 4 shall survive expiration and termination of this Agreement. In the event of a breach or threatened breach of the paragraphs of this section, Contractor acknowledges that FSU will not be fully compensated by money damages alone, and accordingly, FSU, in addition to other available legal or equitable remedies, is entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.
2. Termination and Suspension
   1. Termination
      1. FSU may terminate this Agreement in whole or in part for any reason, including convenience, upon thirty (30) days prior written notice without penalty or cause. FSU shall be liable only for payment for service rendered prior to the effective date of termination.
      2. Upon termination, the obligations of FSU and Contractor to one another under this Agreement, or under the part of this Agreement that is terminated, as applicable, will cease, except for those obligations which, by their nature, survive termination, including without limitation those set forth in Section 4 above.
      3. If only a part of this Agreement is terminated by FSU, Contractor will continue to perform all services applicable to any part of the Agreement not terminated.
      4. In no event will FSU be liable to Contractor for any anticipated profits in connection with any termination of this Agreement in whole or in part by FSU.
   2. Suspension
      1. FSU reserves the right to suspend this Agreement in whole or in part for its convenience upon giving seven business day’s advance written notice to Contractor.
      2. Contractor promptly will advise FSU in writing of any costs it will necessarily incur as a result of FSU’s suspension. Any reimbursement of such costs will be limited to Contractor’s necessary and reasonable costs incurred as a direct result of the suspension and will be subject to FSU’s verification and approval.
      3. Contractor will resume performance of services under this Agreement promptly upon written notice from FSU.
3. Changes or Amendments
   1. FSU may, at any time, make changes to the scope of services to be provided under this Agreement by an amendment or order in writing given to Contractor by FSU’s Authorized Representative (“Change Order” or “Amendment”).
   2. Contractor and FSU will negotiate an equitable adjustment, if appropriate, in accordance with the terms of this Agreement for services covered by any Change Order.
   3. No payment for any changes will be made unless performed pursuant to a Change Order.
4. Indemnification
   1. To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless FSU from any claim, damage, liability, injury, expense, or loss arising out of Contractor’s performance under this Agreement, except to the extent caused by the sole negligence of FSU.
   2. The Contractor, without exception, additionally agrees to indemnify and holds harmless FSU from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FSU by any person or persons whomsoever on account of FSU’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
5. Complete Understanding/Modification or Amendment
   1. This Agreement constitutes the complete understanding of the parties and supersedes any prior agreements. This Agreement may be altered, modified or amended in writing, and must be signed or initialed and approved by all signatories of the Agreement to be effective.
   2. This Agreement will be governed by the laws of the State of Florida without giving effect to its conflict or choice of laws rules. Any actions arising out of the Agreement shall be brought exclusively in the state or federal courts located in Leon County, Florida.
6. Dispute Resolution

Should a dispute between Contractor and FSU arise in connection with this Agreement, Contractor and FSU agree to use their best efforts to resolve the dispute through negotiation. If the dispute cannot be resolved through negotiation, Contractor and FSU agree such disputes between the parties shall be submitted to arbitration. Such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Leon County, Florida. The parties agree that each party shall be responsible for its own attorney’s fees, costs, and charges arising out of litigation, arbitration, or any dispute relative to the Agreement, regardless of outcome, provided however that the parties shall be equally responsible for the Arbitrator’s fees and costs.

1. Non-Solicitation/Non-Competition

During the term of this Agreement and for a period of 180 days after termination, Contractor agrees not to solicit the services of or employ any employee of FSU with whom Contractor has had contact, in the course of Contractor’s services to FSU.

1. Right to Enter

Each party hereby represents that it has the right to enter into this Agreement, and to grant all of the rights herein granted.

1. Severability

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

13.0 **E-Verify**

FSU is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees.  Contractor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same, as required by Section 448.095, Florida Statutes.

14.0 **Federal and State Compliance Provisions**

14.1 If applicable, Contractor agrees to comply with applicable Federal law and regulations pertaining to the procurement of goods and services including but not limited to FSU’s Procurement Regulation Applicability, described in **Schedule D** attached and incorporated herein.

14.2 Contractor affirms to the best of their 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, FSU may, in its sole discretion, terminate this agreement without penalty to FSU.

14.3 Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date first placed on the list.

14.4 The expenditure of funds disbursed from State of Florida appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited. Contractor warrants that no individual employed by it conducts any lobbying activities.

14.5 Contractor hereby certifies that to the best of their knowledge and belief no individual employed by them or subcontracted by them has an immediate relation to any employee of FSU directly or indirectly involved in the procurement of said services in violation of Chapter 112, Part III, Florida Statutes. In accordance with Section112.3175, Florida Statutes violation of this section by Contractor will be grounds for immediate cancellation of this Agreement by FSU.

14.6 Foreign Countries of Concern. In accordance with §288.860, Florida Statutes, FSU may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Contractor affirms and represents that it is not a foreign principal of a foreign country of concern, and in the event of any assignment to such foreign principal, this Agreement shall be subject to immediate termination by FSU.

15.0 **Accessibility Requirements**

If Contractor is providing web and/or mobile app content, products, or services to FSU, Contractor shall comply with the Americans Disabilities Act 1990 (“ADA”) and/or Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 and/or 2.1 (“WCAG”) as applicable and shall comply with WCAG 2.1 no later than April 26, 2026. Contractor shall ensure that any and all content, products, and/or services, including applicable updates and/or upgrades, are implemented in a manner that does not compromise product user accessibility.

16.0 **Independent Audit**

FSU will have the right, at FSU’s sole cost, to audit Contractor’s fee and expense information and work product materials (“Records”) using its personnel pertaining to the Contract. Such audit will be completed by FSU or its representatives at Contractor’s office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

17.0 **Force Majeure**

If failure to perform on the part of the parties is due to causes beyond either party’s reasonable control including, but not limited to strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, war, embargoes, fire, earthquake, acts of God, forced closure of FSU and/or its facilities, hurricanes, other serious weather event, or default of common carrier, either party may terminate this Agreement without liability or damages arising from such termination other than as related to warranties and payments due for work performed at the time of the Force Majeure event. Deposits and unearned prepayments shall be returned. Subject to the right of cancellation, 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 equal in duration to the time lost by reason of the excused default, delay or failure to perform.

18.0 **Counterparts**

This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.0 **Precedence**

If FSU issues a PO for the payment of services under this Agreement, this Agreement shall supersede any conflicting Terms and Conditions of FSU’s PO.

20.0 **Florida Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.**

The Parties acknowledge that FSU is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Contractor agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by the Contractor to allow such public access will be grounds for immediate cancellation of this Agreement by the FSU.

To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
4. Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

21. **Notice**

Contractor and FSU shall coordinate with each other in the performance and monitoring of this Agreement through the points of contacts below. Notice regarding any aspect of this Agreement shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business for the recipient party at the address set forth below, with a copy thereof furnished by email to the recipient’s email address set forth above.

FSU:

[Name]

[Title]

[Address]

[Phone]

[Email]

Contractor:

[Name]

[Title]

[Address]

[Phone]

[Email]

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**Human Trafficking Declaration**

I declare, under penalty of perjury, that (1) I am a duly authorized officer or representative of [CONTRACTOR], and (2) [CONTRACTOR] does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Declaration and that the facts stated in it are true.

**On Behalf of CONTRACTOR:**

Signature:

Name:

Title:

Date:

**In witness whereof, the parties have caused this Agreement to be duly executed as of the day and year**

**last written below.**

|  |  |
| --- | --- |
| **THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, ACTING FOR AND ON BEHALF OF FLORIDA STATE UNIVERSITY** | **[Contractor]** |
| **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE A**

to

Contractor Services Agreement

between

FSU and [Contractor Name]

**SCOPE OF WORK**

***(Choose one of the following as #1; delete the one you don’t use)***

1. Contractor shall provide services as follows:

[enter a short description of the services to be provided]

[OR]

1. Contractor shall provide services as described in Contractor’s proposal and/or other related documents attached hereto and incorporated herein by reference as **Exhibit A-1**. **To the extent of any conflict between the terms of such proposal and the terms of this Agreement, the terms of this Agreement shall control.**

2. Contractor shall not enter into any subcontractor arrangements without the advance written approval of FSU’s Authorized Representative.

**EXHIBIT A-1**

**TO**

**SCHEDULE A**

To

Contractor Services Agreement

between

FSU and [CONTRACTOR NAME]

***(if you are not attaching the scope of work from the Contractor’s proposal delete this page from the Agreement)***

**SCHEDULE B**

to

Contractor Services Agreement

between

FSU and [Contractor Name]

**COMPENSATION**

1. FSU shall compensate Contractor for the Work to be performed under this Agreement:

*[Choose one of the following that best fits the payment arrangements; delete the ones you don’t use; if not listed work with Contract Administration]*

* at the rate of $\_\_\_\_\_\_ per hour, such rate to remain fixed for the term of this Agreement.
* at the fixed sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* in accordance with the schedule shown in the attached **Exhibit B-1**.
* in the total amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. FSU will pay \_\_\_% of the total amount upon execution of this Agreement.

1. [**IF APPLICABLE** insert any travel or other expenses to be paid by FSU. If none, delete this sentence.]
2. No other increase in the amount or scope of services is authorized without formal change order or amendment to this Agreement.

**EXHIBIT B-1**

**TO**

**SCHEDULE B**

To

Contractor Services Agreement

between

FSU and [CONTRACTOR NAME]

***(if you are not attaching a separate Compensation Schedule delete this page from the Agreement)***

**SCHEDULE C**

to

Contractor Services Agreement

between

FSU and [Contractor Name]

# **CONFIDENTIALITY AND NON-DISCLOSURE**

1. To the extent Contractor comes into contact with or has FSU’s information in its possession, Contractor agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in Section 501.171, Florida Statutes and educational records as defined in Section1002.225, Florida Statutes and 20 U.S.C. § 1232g (“Personal Information”), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of FSU to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. Contractor also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to FSU without unreasonable delay (but in no event, more than forty-eight (48) hours from the discovery of such unauthorized use, access, or disclosure. Contractor must cooperate fully to assist FSU in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Contractor will be responsible for all reasonable costs and expenses actually incurred by FSU, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Contractor.
2. Information shall not be deemed confidential and Contractor shall have no obligation with respect to any information which:
3. is or becomes publicly known through no wrongful act of Contractor;
4. is known by Contractor prior to Contractor’s entering into this Agreement;
5. is independently developed by Contractor; or
6. is approved for disclosure by written authorization of FSU.
7. The Contractor will ensure the agreed upon products and services will be provided to, or on behalf of, FSU in a fully compliant manner to enable the Contractor and FSU to meet all relevant laws, regulations, and contractual requirements. All parties agree to handle data and other information with a standard of care at least as rigorous as the minimum standards specified in FSU's [Information Privacy Policy](https://policies.vpfa.fsu.edu/policies-and-procedures/technology/information-privacy-policy), which is hereby incorporated by reference into this Agreement. FSU is bound by the Family Educational Rights and Privacy Act (FERPA) regarding the release of student education records and, in the event of conflict with FSU policy, FERPA will govern.
8. Contractor shall implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of protected or private risk data as defined by FSU. Contractorshall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.
9. All facilities used to store, process, or transmit data classified as High or Moderate risk will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Without express prior written approval from FSU, such data may not be stored, processed, received, or transmitted outside of data centers located within the United States.
10. Contractorwarrants that all data classified as High or Moderate risk will be encrypted in transmission and at rest where required by law or contractual obligation (including via web interface) and may warrant use of the Advanced Encryption Standard (AES) encryption algorithm or other strong encryption protocol, as negotiated by FSU.
11. Contractor will use industry standard and up‐to-date security tools and technologies such as antivirus protections, antimalware and ransomware protections, and intrusion prevention and detection methods in providing services under this Agreement.
12. Unless FSU requests in writing that such data be destroyed upon termination, cancellation, expiration, or other conclusion of this Agreement, Contractor shall return the High or Moderate risk FSU data to FSU as well as any data that is in the possession of subcontractors or agents of Contractor. Such destruction shall be accomplished by “purging” or “physical destruction” in accordance with commercially reasonable standards for the type of data being destroyed, e.g., *Guidelines for Media Sanitization*, NIST Special Publication 800‐88 Revision 1. Contractor shall certify in writing to the FSU that such destruction or return has been completed. Notwithstanding the expiration or termination of this Agreement for any reason, the obligation of confidentiality set forth in this document shall remain in force.
13. Definition. For purposes of this Schedule C, the term, “Security or Privacy Breach,” has the meaning given to it under Chapter 501.171, Florida Statutes, applicable state or federal rule, regulation, or contractual obligation.
14. Notice will be given to FSU of any actual or suspected unauthorized disclosure of, access to or other breach of the data within 48 hours. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the data, Contractor will comply with all state and federal laws and regulations applicable to such breach and will cooperate with FSU in fulfilling its legal obligations.
15. Contractor agrees it will indemnify FSU for Contractor’s violation of this section, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach.
16. FSU has secured cyber insurance. Liability to the FSU arising from any acts or omissions of said insurance policy shall not exceed $20 million taken together. Insurance shall only be liable for actual damages incurred by FSU, and shall not be liable for any indirect, consequential or punitive damages or attorney’s fees, claim or cause of action, regardless of form (tort, contract, statutory, or otherwise) arising out of, relating to, or any way connected with this Agreement or any Services provided hereunder. In no case shall a claim or cause of action be bought by either party any later that two (2) years after the accrual of such.
17. Costs Arising from Breach.In the event of a Breach by the Contractor or its Subcontractor related to products and services it is providing to FSU in this Agreement, any Breach may be grounds for immediate termination of this Agreement by the FSU. Such a determination will be made in the sole discretion of the FSU.
18. This section and its indemnity will survive the termination of this Agreement.
19. Contractor agrees that FSU shall have the option to request a technology audit, including obtaining the Contractor’s current System and Organization Controls (SOC) 2 Type 2 report. If Contractor has not conducted a SOC 2 Type 2 audit, FSU may, in its sole discretion, require Contractor to complete the FSU’s third-party risk self-assessment on an annual basis. Records pertaining to the Contractor’s services shall be made available to auditors and FSU during normal working hours for this purpose.

**SCHEDULE D**

to

Contractor Services Agreement

between

FSU and [Contractor Name]

# **FEDERAL PROCUREMENT REGULATION APPLICABILITY**

Contractor agrees to comply with all applicable federal laws, rules, and regulations including, but not limited to, the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. Further, Contractor agrees to the following:

1. Precedence. The terms of this Federal Procurement Regulation Applicability are intended to supplement and/or amend the Agreement as applicable. The terms of this are to be read in conjunction with the Agreement to every extent possible. However, in the event of a conflict, this **Schedule D** will control.
2. Termination.
   1. *Termination for Convenience.* This Agreement may be terminated by FSU without cause upon no less than thirty (30) days written notice.
   2. *Termination for Cause.* Each term and condition of the Agreement is material and any breach or default by either party in the performance of each term and condition will be considered a material breach or default of the Agreement. Either party may terminate this Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
   3. *Administration of Termination.* All written notices must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under this Agreement, only fees for Services actually rendered by Contractor through the date of termination, if any, will be due and payable, and all work in progress will become property of FSU and will be turned over promptly by Contractor. Upon receipt of written notice of termination, up until the date of termination, Contractor will make reasonable efforts to limit the incursion of additional fees and perform only those Services necessary for the timely delivery of work in progress to FSU and/or to correct a material breach or default, as applicable. The Parties will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against FSU.
3. Non-Discrimination. The following statutes and regulations are applicable, without limitation:
   1. *Title VI of the Civil Rights Acts of 1964* (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin.
   2. *The Fair Housing Act, Title VIII of the Civil Rights Act of 1968* (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
   3. *Section 504 of the Rehabilitation Act of 1973*, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity.
   4. *The Age Discrimination Act of 1975*, as amended (42 U.S.C. §§6101 et seq.), and the Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities.
   5. *Title II of the Americans with Disabilities Act of 1990*, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services.
   6. If the Services provided under this Agreement include construction, then the Contractor agrees as follows:
      1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
      2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
      3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
      4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
      5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
   7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
   8. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (v) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Davis-Bacon Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars ($2,000.00) and Services include construction, then Contractor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
5. Copeland “Anti-Kickback” Act. If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars ($2,000.00) and Services include construction, then Contractor agrees as follows:
   1. *Contractor.* Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
   2. *Subcontracts.* Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   3. *Breach.* A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment of Contractor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
6. Contract Work Hours and Safety Standards Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Thousand & 00/100 Dollars ($100,000.00) and Contractor employs mechanics or laborers, then Contractor agrees as follows:
   1. *Overtime Requirements.* Contractor and their subcontractor(s), if any, providing Services under this Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
   2. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a) of this section Contractor and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
   3. *Withholding for Unpaid Wages and Liquidated Damages.* FEMA shall upon its own action or upon written request .of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor and/or subcontractor(s), if any, under any such contract or any other Federal contract with FSU, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by FSU, such sums as may be determined to be necessary to satisfy any liabilities of Contractor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
   4. *Subcontracts*. Contractor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
8. Clean Air Act and the Federal Water Pollution Control Act. If the Agreement NOT TO EXCEED amount is in excess of One Hundred Fifty Thousand & 00/100 Dollars ($150,000.00), then Contractor agrees as follows:
   1. *Clean Air Act.*
      1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
      2. Contractor agrees to report each violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
      3. Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.
   2. *Federal Water Pollution Control Act.*
      1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
      2. Contractor agrees to report each violation to FSU and understands and agrees that FSU will, in tum, report each violation as required to assure notification to Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
      3. Contractor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars ($100,000) financed in whole or in part with Federal assistance provided by FEMA.
9. Energy Policy and Conservation. Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida’s State Energy Management Plan adopted pursuant to Section 255.257, FLORIDA STATUTES
10. Suspension and Debarment.
    1. If this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then Contractor hereby certifies that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
    2. Contractor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
    3. This certification is a material representation of fact relied upon by FSU. If it is later determined that Contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and FSU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
    4. Contractor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.
11. Byrd Anti-Lobbying Amendment. If the Agreement NOT TO EXCEED amount is One Hundred Thousand & 00/100 Dollars ($100,000) or more, then Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
    1. For agreements in amounts less than $100,000, Contractor additionally agrees to comply with 31 C.F.R., Part 21.
12. Procurement of recovered materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. Records Access. FSU and/or Federal agency(ies), the Comptroller General of the United States, the Treasury Office of Inspector General and the Government Accountability Office, or any of their duly authorized representatives, shall have access to any books, documents, papers and records (electronic and otherwise) of the Contractor which are directly pertinent to a specific program for the purpose of making audit, examinations, excerpts and transcriptions. Contractor should maintain records for a period of ten (10) years following completion of the Agreement, in accordance with the State of Florida General Records Schedule GS1-SL for State and Local Agencies. In no circumstance shall Contractor maintain records for a period less than five (5) years, in compliance with Section 602 of the Social Security Act.
14. Federal Emergency Management Agency (“FEMA”). Contractor must comply with federal procurement standards found at 2 C.F.R § 200.318 - 200-326 and 2 C.F.R part 200, Appendix II in its activities related to the Agreement to assure qualification for all available reimbursement including, but not limited to, accurate record keeping and documentation of services performed, supplies purchased and used and other related expenses, retention and availability of all records and cooperation with FSU and/or FEMA in all efforts to seek available reimbursement for work done.
15. Conflict of Interest.
    1. Contractor must disclose any conduct or relationship that could present an actual or perceived conflict with FSU’s interests. Contract shall maintain a list of current employees, directors, officers, and contracted entities and ensure that any relationship with an FSU employee, spouse, or relative is made known to FSU and any conflict is managed.
    2. Contractor is prohibited from soliciting FSU employees for current or future employment.
    3. *Gifts.* 
       1. Contractor is prohibited from offering or providing any gifts, meals, travel, or entertainment to FSU employees for any purpose that is unlawful, unethical, or improper. No gifts, meals, travel, entertainment, or other thing of value may be offered or given to FSU employees while a procurement action is active or being negotiated. The giving or receiving of cash, or a cash equivalent, as a business gift to FSU employees is also prohibited.
       2. Subject to the foregoing, gifts that are reasonable, appropriate, do not exceed $100 in value, and do not violate applicable law may be acceptable, excepting employees in FSU’s division of Finance and Administration, for whom the acceptance of gifts, regardless of dollar amount, is prohibited.
    4. Contractors and their agents shall make a reasonable effort to familiarize themselves with the provisions of Florida’s Code of Ethics for Public Officers and Employees, contained at ss. 112-311-112.3261, Florida Statutes, to ensure compliance with gift laws and the reporting of qualifying gifts.
    5. Any identified conflict of interest must be disclosed in writing to Treasury or the appropriate pass-through entity in accordance with 2 C.F.R. § 200.112.\
16. Publications. Any publications produced with funds from this Agreement must display the following language: “This project may be supported, in whole or in part, by federal award awarded to the State of Florida by the U.S. Department of the Treasury.”
17. False Statements. Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
18. Protections for Whistleblowers.
    1. In accordance with 41 U.S.C. §4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    2. The list of persons and entities referenced in the paragraph above includes the following:
       1. A Member of Congress or a representative of a committee of Congress;
       2. An Inspector General;
       3. The Government Accountability Office;
       4. A Treasury employee responsible for contract or grant oversight or management;
       5. An authorized official of the Department of Justice or other law enforcement agency;
       6. A court or grand jury; or
       7. A management official or other employee of FSU, Contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
    3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
19. 2 C.F.R. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Contractor affirms that no equipment, services, or systems; or substantial or essential component of; or critical technology as part of a system provided for under this Agreement uses covered telecommunications equipment, as defined by Public Law 115-232, section 889.
20. 2 C.F.R. 200.322 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
    1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    2. “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
21. General Provisions
    1. Contractor shall comply with applicable provisions of 200 C.F.R. 200 sections 317-326 and 200 C.F.R 220, 225, and 230.
    2. Contractor shall comply with applicable provisions of the 2 C.F.R. 200 of the Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
    3. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405.
    4. Contractor shall comply with any special requirements provided for in the Federal award and included in the bid or solicitation.
    5. Contractor shall comply with all applicable federal laws, rules, regulations and/or ordinances and all other governmental requirements as applicable and/or required within Contractor’s industry standards in the performance of the Agreement.
    6. Contractor shall comply with the FSU Drug and Alcohol Policy located here: <https://hr.fsu.edu/hr-forms/drug-policy> and incorporated and included herein by reference.
    7. Contractor shall comply, as applicable, with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328).

All other terms and conditions of the Agreement and prior amendments, if any, which are not in conflict with this, are only altered to the extent provided in this Federal Procurement Regulation Applicability schedule and remain otherwise unchanged and in full effect.

n full effect.