# Master Agreement

Between

[Name of Organization]

[Organization Address]

and

University of Central Florida Research Foundation, Inc.

12201 Research Parkway, Suite 501, Orlando, FL 32826-3246

This Agreement is made and entered into by and between [Organization Name](“Company”), a [Type of Entity], organized under the laws of [State or Country] and the University of Central Florida Research Foundation, Inc. (“UCFRF”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”); individually, “Party”, or collectively, “Parties”.

WHEREAS, Company and UCFRF have agreed to establish a master agreement (“Agreement”) to govern the performance of certain future tasks related to the project entitled “ [UCFRF Project Name]” (“Project”); and,

WHEREAS, UCFRF shall make all reasonable efforts to conduct its work under this Agreement pursuant to separate task orders (“Task Orders”) issued hereunder;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

## Task Orders

1.1 Company shall issue Task Orders pertaining to the Project in accordance with the terms of this Agreement and as outlined in Exhibit 1: Task Order template.

1.2 All Task Orders for specific work to be performed under the terms of this Agreement shall be in writing, executed by the Parties and include at least the following:

 a. A statement in which the applicable prime contract will be specified, if applicable.

 b. A detailed scope of work and deliverables.

c. A detailed budget that includes the amount payable to UCFRF for the performance of the work under the Task Order.

d. Name, Title, Address, and Phone number of both an administrative and technical contact person for each Party.

e. A statement that the terms of this Agreement shall be incorporated into the Task Order.

## 2. Scope of Work

2.1 UCFRF agrees to identify, define, develop, and implement activities outlined in a Statement of Work, and as appended as Appendix A of the relevant Task Order, which shall be made a part of this Agreement when executed by the Parties.

2.2 UCFRF shall make all reasonable efforts to perform all work agreed to by the Parties, issued under each separate Task Order.

2.3 Any alteration to any Task Order or any amendment to the terms of this Agreement must be in writing, signed by authorized representatives of both Parties.

## 3. Invoicing and Verification of Costs

3.1 Each Task Order will be issued on a Fixed Price basis and shall not be modified unless agreed upon by both Parties in writing, signed by authorized representatives of both Parties. During the performance of each Task Order, UCFRF shall submit invoices to Company in accordance with the Payment Schedule included in Appendix A of each Task Order. Company shall pay UCFRF within thirty (30) days from receipt of invoice.

3.2 Company reserves the right to award Task Orders under this Agreement, the total of which shall not exceed the amount stated in each Task Order, and UCFRF shall only be entitled to payment of amounts specified in duly approved Task Orders. Each Task Order shall have a set of deliverables to be satisfied by the end of a period specified herein.

3.3 The amount to be paid for each Task Order, and the period of performance thereof, shall be negotiated and agreed to by the Parties with each separate Task Order. The amount awarded for each Task Order is to be treated separately and will not be co-mingled with any other funds but will be distributed by Company on a project-by-project basis to support the Task Orders.

3.4 UCFRF shall submit invoices electronically to:

|  |  |
| --- | --- |
| Name | [Name] |
| Address | [Address] |
| City, State Zip | [City State Zip] |
| Email | [Email Address] |

3.5 Upon receipt of invoice(s), payment shall be made to the University of Central Florida and remitted to the following address:

 University of Central Florida

 Contracts & Grants Payment

PO Box 160119

Orlando, FL 32816-0119

3.6 Company agrees to pay a $25.00 USD fee for any payments made by wire transfer.

## 4. No Warranty

4.1 UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COMPANY’S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COMPANY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK. UCFRF EXPRESSLY RETAINS ALL RIGHTS, BENEFITS, AND IMMUNITIES OF SOVEREIGN IMMUNITY IN ACCORDANCE WITH SECTION 768.28, FLORIDA STATUTES.

## 5. Confidential Information and Publication

5.1 Should it be necessary for either Party to receive confidential information under a Task Order, the disclosing Party agrees to label in writing at the time of delivery that such information is confidential. Verbal or visual disclosures shall be reduced to writing by the disclosing party and delivered to the receiving party within thirty (30) days of initial disclosure. The receiving Party and its personnel agree to safeguard the confidential information to the same extent it safeguards its own for a period of five (5) years from the effective date of the applicable Task Order or such other period as may be identified therein.

Confidential information does not include information that is, as evidenced by written record:

1. already known to the receiving Party at the time of disclosure; or
2. generally available to the public or becomes available to the public through no fault of the receiving Party; or
3. developed independently of and without reference to the confidential information; or
4. received from a third party who had a legal right to disclose such information without restriction.

If required by applicable law, regulation, or judicial, administrative or legislative order, the receiving Party may disclose the confidential information it receives hereunder to comply with such requirement, provide that (a) the receiving Party shall, to the extent permitted by law, promptly notify the disclosing Party so that disclosing Party may contest such disclosure, and (b) the receiving Party shall limit the scope of such disclosure to only such portion of the confidential information that it is legally required to disclose.

Upon written request of the disclosing Party, the receiving Party shall promptly return all confidential information of the disclosing Party, together will all copies thereof provided, however, that receiving Party may retain one (1) copy of confidential information solely for its legal and archival purposes, which retained material shall remain subject to the confidentiality provisions of this provision.

Notwithstanding anything to the contrary in this provision, all Intellectual Property disclosed under this Agreement shall be considered confidential information, whether labeled or not.

5.2 Company understands and agrees that UCFRF does not have employees and that all personnel performing under this Agreement are employees or agents of UCF. As a result and notwithstanding anything to the contrary hereunder, UCFRF shall be able to disclose confidential information, as described in this provision, to employees of UCF who have a legitimate need to know the confidential information.

5.3 Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise patent rights or inadvertently divulge confidential or proprietary information of a Party.

## 6. Intellectual Property

6.1 “Intellectual Property” means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object code and source code, data, data bases and works of authorship.

6.2 As between the Parties, Intellectual Property developed solely by a Party shall be solely and exclusively owned by that Party. “Joint Intellectual Property” means any Intellectual Property developed jointly by Company and UCFRF under this Agreement. Joint Intellectual Property will be owned jointly by Company and UCFRF, who agree to jointly determine proper inventorship and authorship subject to Title 35 for the United States Code for inventions and Title 17 of the United States Code for works of authorship.

6.3 “Background Intellectual Property” means Intellectual Property which was in existence prior to the effective date of or which is created or developed by a Party outside the course of the scope of work of a Task Order. The Parties agree that Background Intellectual Property of Company and UCFRF is their separate property, respectively, and is not affected by this Agreement. Neither Party shall acquire any claims to or rights in the Background Intellectual Property of the other Party by this Agreement or any Task Order, or by its performance under either.

6.4 Nothing in this Agreement shall circumvent or restrict either Party’s pre-existing obligations with the United States government pertaining to any kid of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either Party and the United States government. These obligations may include granting licenses to the United States government for certain Intellectual Property which is being developed.

6.5 Notwithstanding any provision to the contrary in this Agreement, UCFRF shall retain the right to practice any Intellectual Property developed hereunder for its own academic, non-commercial research and teaching purposes.

## 7. Limitation of Liability

7.1 Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servant and agents thereof while acting within the scope of their employment. UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the lesser of the (i) dollar amount set by the legislature for tort in Section 768.28, Florida Statutes or (ii) policy limits of UCFRF’s insurance coverage.

7.2 To the maximum extent permitted by law, in no event will either Party be responsible for any special damages, punitive damages, consequential damages, lost goodwill, lost profits, lost business and/or any indirect damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory,), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

7.3 Each of the Parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one Party as employees or agents of the other Party.

## 8. Force Majeure

8.1 No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party’s reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities, epidemic or pandemic, war, embargoes, fire, earthquake, acts of God, or default of a common carrier. 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 of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

## 9. Export Control

9.1 Each Party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items (including the Arms Export Control Act (“AECA”)), as amended, and enumerated in the International Traffic Arms Regulations (“ITAR”) 22 CFR Parts 123-130, and the Export Administration Act (“EAA”) of 1979 enumerated in the Export Administration Regulations (“EAR”) 15 CFR Parts 300-799. The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by Company that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCFRF neither represents that a license is or is not required nor that, if required, it shall be issued.

## 10. Term and Termination

10.1 The term of this Agreement shall be from the last date of signature (“Effective Date”) through [Month Day, Year], provided this Agreement has not been otherwise terminated. However, the termination date of this Agreement may be extended through a written instrument authorized and executed with the same formality of this Agreement.

10.2 Either Party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) calendar days prior written notice.

10.3 Either Party may terminate this Agreement in the event of failure of the other Party to fulfill any of its obligations under this Agreement. Prior to termination, the terminating party shall provide to the other Party written notification regarding the reason(s) for termination. If the Parties cannot reach an agreement within fourteen (14) calendar days from notice of termination on the corrective measures to be taken and the schedule for corrective action, the terminating Party may terminate this Agreement by providing an additional fourteen (14) calendar days written notice to the other Party. Said notice shall specify the effective time and date of termination.

10.4 In the event of termination, UCFRF will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination. UCFRF shall deliver to Company all work performed through the date of termination. In addition, if this Agreement is terminated, all Task Orders under this Agreement shall automatically terminate. However, the termination of an individual Task Order shall not terminate this Agreement.

## 11. Title

11.1 Equipment purchased under this Agreement vests with the Party specified under the applicable Task Order.

## 12. Compliance with Laws, Rules, and Regulations

12.1 Company and UCFRF shall perform all work in accordance with all applicable codes, laws, rules, regulations, orders and standards of federal common law, state, regional, local and municipal government agencies.

## 13. Assignment

13.1 Neither this Agreement, nor the duties to be performed hereunder, shall be assigned, delegated, or otherwise disposed of by either Party without the prior written consent of the other Party.

## 14. Non-Waiver

14.1 Failure by either Party to insist upon strict performance of any of the provisions hereof, nor either Party’s failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any rights of either Party to insist upon strict performance hereof or of any of either Party’s rights or remedies under this Agreement or law, and shall not operate as a waiver of any provisions hereof.

## 15. Non-Use of Names

15.1 Neither Party may use each other’s name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other’s express written consent. Any proposed public statement, advertisement, press release or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statute 1004.22(2) regarding sponsored research activities.

## 16. Applicable Law

16.1 The rights, obligations and remedies of the Parties as specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida and the United States, without regard to its choice of law principles. The Parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within either the state courts of Florida located in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

## 17. Severability of Provisions

17.1 Should any provision, portion, or application thereof, of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward affecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions of applications thereof, shall not be impaired.

## 18. Order of Precedence

18.1 In case of conflict between or among documents related to this Agreement, the following order of precedence shall apply.

* + - 1. Task Order, as amended
			2. Articles 1 through 22 of this Agreement

## 19. Effect of Section Headings

19.1 Section headings appearing in this Agreement are inserted for convenience of reference only and shall in no way be construed to be interpretations of the text.

## 20. Complete Agreement

20.1 This Agreement and the Task Order(s) is intended as the complete and exclusive statement of the agreement between the Parties. Extrinsic or parole evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement.

20.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

## 21. Remedies

21.1 The Parties understand and agree that a Party may suffer irreparable harm in the event that the other Party or its managers, members, officers, employees, agents, accountants, financial advisors and attorneys breach any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the Parties agree that in the event of a breach or threatened breach by a Party of any of the provisions of this Agreement, a Party, in addition to and not in limitation of, any other available rights, remedies, or damages, shall be entitled to seek a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach by the Party, or its employees, servants, agents and any and all person directly or indirectly acting for the Party.

## 22. Notices

22.1 All notices and other communication given under this Agreement will be sent by certified mail and will be effective upon receipt or, if delivery is refused, upon first attempted delivery, and addressed to the Parties at their respective addresses set forth below unless by a previous notice a different person or address has been designated.

|  |  |  |
| --- | --- | --- |
| UCFRF Contractual Contact: |  | Company Contractual Contact: |
| University of Central Florida Research Foundation, Inc. |  | [Company Name]  |
| 12201 Research Parkway, Suite 501 |  | [Address] |
| Orlando, Florida 32826-3246 |  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |
|  |  |  |
| UCFRF Technical Contact: |  | Company Technical Contact: |
| [University Department]  |  | [Company Name]  |
| [Technical Address] |  | [Technical Address] |
| [City, State, Zip] |  | [City, State, Zip]  |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |

**IN WITNESS WHEREOF**, the undersigning Parties represent that they are authorized to enter into this Agreement on behalf of their respective institutions as of the date written below.

|  |  |  |
| --- | --- | --- |
| University of Central Florida Research Foundation, Inc.  |   | ​​[Company Name]​ |
| By:  |   |   | By:  |   |
| Name  | [Name] |   | Name  | [Name] |
| Title  | [Title] |   | Title  | [Title] |
| Date  | [Date] |   | Date  | [Date] |

# Exhibit 1: Task Order Template

## Task Order No. [#]

## Under Master Agreement

WHEREAS, University of Central Florida Research Foundation, Inc. (“UCFRF”) and [Organization Legal Name] (“COMPANY”) have executed a master agreement (“Master Agreement”) with an effective date of [Month Day, Year].

WHEREAS, UCFRF has agreed to perform the work as outlined in the attached Statement of Work and Deliverable Schedule (“Appendix A”).

NOW THEREFORE, in consideration of the mutual promises contained in the referenced Master Agreement, which are hereby incorporated into this Task Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. UCFRF agrees to make reasonable efforts to perform all work outlined in Appendix A.
2. COMPANY agrees to pay UCFRF a maximum amount of $[USD Amount] for the work performed under this Task Order.
3. UCFRF shall invoice Company monthly in accordance with the Master Agreement.
4. Period of Performance: [Month Day, Year] to [Month Day, Year].
5. Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address.

|  |  |  |
| --- | --- | --- |
| UCFRF Contractual Contact: |  | Company Contractual Contact: |
| University of Central Florida Research Foundation, Inc. |  | [Company Name]  |
| 12201 Research Parkway, Suite 501 |  | [Address] |
| Orlando, Florida 32826-3246 |  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |
|  |  |  |
| UCFRF Technical Contact: |  | Company Technical Contact: |
| [University Department]  |  | [Company Name]  |
| [Technical Address] |  | [Technical Address] |
| [City, State, Zip] |  | [City, State, Zip]  |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |

**IN WITNESS WHEREOF,** the Parties have caused this Task Order to be signed by their duly authorized officers or representatives effective as of the last date written below.

|  |  |  |
| --- | --- | --- |
| University of Central Florida Research Foundation, Inc.  |   | ​​[Organization Name]​ |
| By:  |   |   | By:  |   |
| Name  | [Name] |   | Name  | ​​ [Name] |
| Title  | [Title] |   | Title  | [Title] |
| Date  | [Date] |   | Date  | [Date] |

# Appendix A: Statement of Work and Deliverable Schedule

UCFRF and/or Company shall perform the work described in:

Proposal entitled [Proposal Title] and [Proposal Date].

Which documents are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein in full.

The following deliverable items are required:

|  |  |
| --- | --- |
| **Due Date** | **Deliverable** |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
|  [Date] | [Deliverable Description] |
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