



University of South Florida  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

The University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component campuses, colleges and departments (“University”) and the Vendor named below:

Name of Vendor(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number or  
Federal Tax Identification: \_\_\_\_\_

University and Vendor enter into this Agreement for the services further described below (“Services”) to be provided by Vendor and payment for the Services by the University. In consideration of the mutual promises and undertaking described herein, the parties have agreed as follows:

1. Description of Services and Term : Vendor shall provide the following Services:

**[Insert Description of Services and dates, time periods, etc.]**

Vendor shall provide the Services in a professional and workmanlike manner with a degree of skill and expertise that would be standard for the provision of similar services in the same industry.

2. Compensation; Payment : The University will pay Vendor as follows:

\_\_\_\_\_

Vendor 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 the University. The University is not responsible for making travel arrangements or paying any travel-related expenses for Vendor. (If the Agreement is modified to include reimbursement for travel expenses, such reimbursement will be provided only in compliance with section 112.061 of the Florida Statutes). Invoices can be submitted to USF Accounts Payable electronically by e-mail using the following e-mail address: apinvoices@admin.usf.edu.

3. **Travel and Ancillary Expenses:** If Vendor's fees include travel expenses or cost reimbursements, then all travel expenses, meals and lodging, etc. shall be paid in accordance with Section 112.061, Florida Statutes, which may limit travel time and per diem charges. In addition, such expenses must be substantiated by proper receipts and submitted with an applicable invoice. Any non-documented expenses and those in excess of the amounts prescribed by law shall be borne by Vendor.
4. **Term and Termination:** This Agreement shall commence when signed by both parties and continue until terminated or until the Services contemplated hereunder have finished or for the term set forth in Section 1. Either party may terminate this Agreement upon thirty (30) days written notice to the other.
5. **Availability of Funds:** The University's performance and obligation to pay under this Agreement shall at all times be contingent upon an annual appropriation by the Legislature. A "non-appropriation" shall also include a reduction of University's general budget by 5% or more in any one year. In such an event, the University shall give notice to Vendor of the non-availability of such funds and the intent to terminate this Agreement when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment for only those services performed prior to the date notice is received.
6. **Limited Liability:** Each party assumes all risk of and will remain primarily responsible for personal injury and property damage attributable to the negligent acts or omissions of their officers, agents, and employees while acting within the scope of their office or employment.

HOWEVER, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Notwithstanding anything to the contrary in the Agreement, University does not agree to enlarge the scope of the waiver of sovereign immunity for state agencies provided in Florida Statute 768.28 and does not consent to be sued other than as provided by Florida law.

7. **Indemnification:** Vendor will indemnify and hold free and harmless and defend the University, and the officers, employees and agents of each from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses which directly or indirectly may arise or be alleged to have arisen the gross negligence or intentional conduct of Vendor or its officers, employees, agents and contractors related to this Agreement.



Vendor