

**CONTRACTOR  
AGREEMENT NO. 2026  
SYP-UCF-EXPLORE  
BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
390 North Orange Ave. Suite 700, Orlando, Florida 32801  
AND  
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
3100 Technology Parkway, Suite 201, Orlando, FL 32826-3281**

Central Florida Regional Workforce Development Board, Inc., hereinafter referred to as "CareerSource Central Florida," desires to enter into this Contractor Agreement ("Agreement") with The University of Central Florida Board of Trustees ("Contractor"). In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

**1. TERM**

The period of performance for this Agreement shall commence on January 5, 2026, and shall end on August 23, 2026, subject to the provisions outlined in this Agreement. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor on an annual basis for up to four (4) additional one-year terms, based on performance and funding availability with a modification signed by authorized representatives of both parties.

**2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS.**

This Agreement is made and entered into by and between CareerSource Central Florida and The University of Central Florida Board of Trustees for the provision of services, in accordance with **Attachment A - Statement of Work, Attachment B - Payment Terms, and Attachment C – Contractor Provisions, Certifications and Assurances** and attached hereto and made a part hereof in the terms of this Agreement.

The individuals listed below are of legal authority to sign and execute this Contractor Agreement Between CareerSource Central Florida and University of Central Florida Board of Trustees (contractor). Additionally, these individuals confirm that both parties agree to comply with all terms and provisions of this Agreement, including those outlined in the attachments.

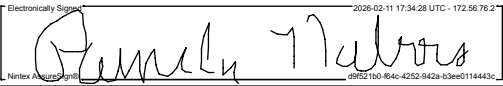
**3. BUDGET/COST EXPECTATIONS:**

<b>2026 Explore</b>	
Per Youth Cost	\$1,660
Fixed Cost Per Class*	\$83,000
Number of Classes to be Offered	1
Class Length	4days a week for 5 weeks
Total Maximum Participants Allowed in Program	50
<b>TOTALCOST</b>	<b>\$83,000</b>
<b>*Cost per class is a flat rate.</b>	

**TOTAL CONTRACT COST- \$83,000**

Approved by:

CareerSource Central Florida



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Pamela Nabors

Name

President and CEO

Title

02/11/2026

Date

Approved by:

The University of Central Florida  
Board of Trustees

Signed by:



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Elizabeth Mork

Name

Contracts Officer III

Title

January 28, 2026

Date

**STATEMENT OF WORK –**  
**EXPLORE**

**Services to be provided by the Contractor include the following:**

- EXPLORE - Serve up to 50 participating school enrolled youth, between the ages of 14 and 15.
- Support recruitment and outreach effort to connect eligible students to the program through the use of a referral code in the electronic application.
- EXPLORE - Provide participants with several opportunities to explore industries, as well as introduce post-secondary learning opportunities in the following areas:
  - Business/Management
  - Hospitality/Tourism/Culinary
  - Science/Tech
  - Sustainability
- PROGRAM SUMMARY: The UCF Future Leaders: Pathways to Possibility Explore program is a five-week immersive career experience designed to expose youth to multiple high-growth industries while developing essential career readiness skills. Hosted at UCF's nationally ranked Rosen College of Hospitality Management, the program integrates academic instruction, hands-on industry engagement, site visits, mentoring, and professional skill-building.

Week	Focus Area(s)	Summary	Career Asset
Week 1	Hospitality, Lodging, Food & Beverage	Students explore lodging operations, food & beverage careers, culinary demos, networking with Rosen students/alumni, and hands-on hospitality activities.	Elevator Pitch
Week 2	Technology, Robotics, Entertainment Technology	Students learn how technology powers industries, participate in VR/AR demos, robotics sessions, site tours, and tech group projects.	Beginner Résumé
Week 3	Higher Education & Career Exploration	Students learn about college pathways, admissions, financial aid, student involvement, and complete leadership assessments and a UCF campus tour.	None (Exploration week)
Week 4	Space Industry & Sustainability	Site visits to learn about space tourism and sustainability careers, and engage in service learning.	Interview Skills / Mock Interviews
Week 5	Entrepreneurship & Start-Up Development	Students meet entrepreneurs, explore business creation, practice networking, and prepare final deliverables and presentations.	LinkedIn Awareness & Networking

- Provide financial aid information and financial literacy education that includes activities to increase participants’ understanding of ways to pay for education or training, encourage savings, establish a living budget, and limit debt.
- Provide campus tours to participants to explore various departments available and services offered, such as student activities and governments, career centers, and student success services.
- Engage faculty, staff, alumni, and/or other community stakeholders who will:
- Provide leadership, life skills, and team-building activities to participants.
- Deliver activities that allow participants to practice engaging and communicating with individuals representing different cultures and perspectives.
- Connect participants to industry and business leaders through business tours, presentations, and guest speakers.
- Provide ample, skilled, trained staff to deliver the outlined content, at a safe, ADA-compliant facility for the entirety of the outlined program.

- The following details outline the locations/dates/times of the program:
  - **Explore**
    - The location(s) determined adequate for this program is:
    - Address: UCF Rosen College of Hospitality Management campus at 9907 Universal Blvd. Orlando, FL, 32819.
    - The program dates are: 7/6-8/7/2026
    - The program times are as follows: 9:30am – 3:30pm – Monday – Thursday
  - **Orientation – Explore Program**
    - Contractor to provide in-person or virtual orientation between April 20 and May 5, 2026
    - CSCF staff will attend
    - CSCF will provide food if held in-person
- An itinerary must be provided to the CSCF Coordinator providing information on any tours and/or off-main site trips with student participants no later than May 1, 2026.
- Collaborate with CSCF to include financial literacy, work readiness curriculum, and assessments into the programs.
- Complete CSCF's Weekly Performance Survey, which rates performance and tracks attendance of each student and submit this to the designated CSCF Career Consultant and within Salesforce, CSCF's case management software, on a weekly basis. **NOTE: A link containing the Weekly Performance Survey will be provided prior to start of the program, with mandatory training provided by CSCF.**
- **Entry of CSCF's Weekly Performance Survey into Salesforce is due on Friday's at 12PM EST.**
- **Attendance Reporting MUST be submitted to CSCF Career Consultant upon completion of the Weekly Performance Survey in Salesforce.**
- **Ensure all participants complete CSCF's Pre-Program Student Survey during the first week of courses.**
- **Ensure all participants complete CSCF's Student Survey during the last week of the courses to assess the success of the program and their experience. CSCF will provide a link to the survey and expects a 90% completion rate.**

- Participate in all planning and meetings as required by CSCF staff.
- Ensure participants and participating families are provided up-to-date and clear information about the program and schedule, communicate any issues or challenges – major and minor – immediately to CSCF Coordinating to ensure a smooth experience for participants.
- Provide mutual marketing and public relations support for the Summer Youth program in coordination and with approval from CSCF Strategic Communications Team. This includes:
  - Placing CareerSource Central Florida’s logo or name on partner’s website with a link to the Summer Youth Program landing page:  
(<https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>)
  - Mentioning CareerSource Central Florida by name in any partner outreach/promotional efforts for Summer Youth Program and must use this link: <https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>
  - Reviewing all Summer Youth Program materials not developed by CareerSource Central Florida with CSCF staff and obtaining approval to post/share prior to releasing.
- Posting at least 4 social media cross-promotions any time during program’s season, from applicant enrollment to program close (January through early August) on any of the following social media channels:
  - Facebook- @CareerSourceCF, <https://www.facebook.com/CareerSourceCF>;
  - LinkedIn - @CareerSource Central Florida, <https://www.linkedin.com/company/CareerSourceCF>;
  - Instagram - @CareerSourceCFL, <https://www.instagram.com/careersourcecfl/>
- Closeout Report to be provided with final invoice which includes the following information:
  - Summary table of attendance/performance data for all participants (data may be pulled from Salesforce).
  - Brief summary of what parts of the program were successful as well as any challenges and/or change recommendations for future efforts.
  - Anecdotes and/or success stories from individual participants derived from the program.
  - Data on any enrollments or documented interest in becoming students of the Contractor's institution.
  - Recommendations for how CSCF can partner with the Contractor on future Summer Youth Program offerings and/or other career exploration partnership opportunities outside of the SYP.
  - Copies of any presentation decks created by participants.

**Services to be provided by CareerSource Central Florida (CSCF) include the following:**

- Provide administrative oversight and case management services to recruit and enroll up to 50 participants in the program, with support from contractor.
- Implement aggressive marketing and public relations campaigns before, during, and after the program to continuously showcase the success of the program to attract and retain participants, their families, community stakeholders, and funding partners.
- Provide a list of participants assigned to each offering and/or specific terms/cohorts on or about May 3, 2026. CSCF will be responsible for managing a wait list, ensuring near maximum capacity for each offering.
- Provide oversight of student success on a weekly performance tracker basis while ensuring student participants are compensated for their weekly performance based on established milestone points. CSCF will issue stipends on a weekly basis for five weeks for a total of up to \$1,200.
- Provide contractor staff training on the use of the Salesforce or other case management processes necessary to document participant's engagement with the program.
- Render payment of total program costs, as outlined in **ATTACHMENT B – PAYMENT TERMS**.

**\*\*End of ATTACHMENT A – STATEMENT OF WORK\*\***

**ATTACHMENT - B**

**PAYMENT TERMS**

Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Per this Agreement, total costs for Contractor’s participation in CSCF’s 2026 Summer Youth Program will not exceed **\$83,000**. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

CSCF will render payment of the Contractor’s total Cost per Class for the programs outlined in **ATTACHMENT A – STATEMENT OF WORK**. Contractor shall submit invoices to facilitate payments in accordance with the schedule outlined below. Invoices shall be submitted electronically to [accountspayable@careersourcecf.com](mailto:accountspayable@careersourcecf.com), [JDiaz@careersourcecf.com](mailto:JDiaz@careersourcecf.com). Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

Payments will be split into four increments as follows:

<b>Deliverables and Terms</b>	<b>Payment Due from CSCF</b>
25% upon Execution of the Agreement.	<b>\$20,750</b>
25% on 4/1/2026	<b>\$20,750</b>
30% on 6/1/2026	<b>\$24,900</b>
20% on 8/1/2026	<b>\$16,600</b>
All Invoices must be received from Contractor by <b>October 23, 2026</b> .	
<b>TOTAL PAYMENTS TO CONTRACTOR</b>	<b>\$83,000</b>

**\*\*End of ATTACHMENT B – PAYMENT TERMS\*\***

**CONTRACTOR PROVISIONS,**  
**CERTIFICATIONS AND**  
**ASSURANCES**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Agreement, Contractor hereby certifies and assures that it will fully comply with the following:

**1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

Contractor certifies to the best of its knowledge and belief, that it and its principals and subcontractors:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Contractor shall comply with Executive Orders 12549 and 12689 regarding debarment and suspension.

**2. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)**

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**3. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)**

Contractor will comply fully with all applicable nondiscrimination federal and Florida laws.

#### 4. SCRUTINIZED COMPANIES

If the amount of this Agreement is \$1,000,000.00 or more, in accordance with the requirements of section 287.135, Florida Statutes, Contractor must provide a certification it is not listed on the Scrutinized Companies that Boycott Israel List, it is not engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, it is not engaged in business operations in Cuba or Syria, or that it meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

#### 5. DISCRIMINATORY VENDOR LIST

By entering into this Agreement, Contractor certifies that it is not an entity on the state's discriminatory vendor list described in section 287.134, Florida Statutes.

#### 6. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the parties shall: (i) Keep and maintain public records required by Florida Statutes to perform the Services under this Agreement. (ii) Upon request from the requesting party's custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the party does not transfer the records to the requesting party. (iv) Upon completion of the Agreement, transfer, at no cost to the requesting party, all public records in possession of the other party or keep and maintain public records required by Florida Statutes to perform the service. If the party keeps and maintains public records upon completion of the Agreement, the party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the requesting party, upon request from the requesting party's custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**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 CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, pputerbaugh@careersourcecf.com.**

#### 7. NOTICES

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 7.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Section 3 of the cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.
- c. Subject to Subsection 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
  - (i) If it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
  - (ii) If the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by electronic mail.

**8. COMPLIANCE WITH OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS, AND FEDERAL, STATE AND LOCAL LAWS**

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

**9. PROVISION AGAINST ASSIGNMENT**

A party shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of the other party. Such approval does not relieve the party from this Agreement. All requirements to be observed by either party under this Agreement shall be applicable to and observed by all subcontractors.

**10. DAVIS-BACON, COPELAND “ANTI-KICKBACK” AND CONTRACT WORK HOURS AND SAFETY ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

**11. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**12. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**13. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

**14. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor will comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to CareerSource Central Florida. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**15. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

**16. ENVIRONMENTAL STANDARDS**

Contractor will comply with applicable environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91 - 190) and Executive Order 11514;

- b. Notification of violating facilities pursuant to Executive Order 11738;
- c. Protection of wetlands pursuant to Executive Order 11990;
- d. Evaluation of flood plains in accordance with Executive Order 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.);
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

## **17. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

## **18. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **19. MODIFICATIONS**

The terms of this Agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this Agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this Agreement will be effective unless it is in writing, signed and dated by authorized representatives of both parties.

## **20. TERMINATION FOR DEFAULT/CONVENIENCE**

This Agreement may be terminated as follows:

1. Either party may request termination of this Agreement upon thirty (30) days prior written notice to the other party.
2. CareerSource Central Florida may unilaterally terminate or modify this Agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this Agreement is funded.
3. CareerSource Central Florida may unilaterally terminate this Agreement with written notice at any that it is determined that:
  - a. Contractor fails to comply with the provisions of this Agreement; or
  - b. Such termination is in the best interest of CareerSource Central Florida.

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 seven (7) 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 seven (7) calendar days written notice to the other. Said notice shall specify the effective time and date of termination.

In the event of termination of this Agreement by CareerSource Central Florida, CareerSource Central Florida shall be obligated to pay all invoices submitted by Contractor for work performed by Contractor including any noncancelable obligations properly incurred through the date of termination.

## **21. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.

## 22. RIGHTS TO INVENTIONS, DATA/COPYRIGHTS AND PATENTS

CareerSource Central Florida, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient Contractor in any resulting invention in accordance with 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.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

"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 and source code, data, data bases and works of authorship. Notwithstanding the preceding sentence, Intellectual Property does not include scholarly works and copyright thereto, which are owned by the faculty and not UCF.

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 CareerSource Central Florida and UCF under this Agreement. Joint Intellectual Property will be owned jointly by CareerSource Central Florida and UCF, 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.

"Background Intellectual Property" means Intellectual Property which was in existence prior to the Effective Date of this Agreement, or which is created or developed by a party outside the course of the SOW. The parties agree that Background Intellectual Property of CareerSource Central Florida and UCF 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 performance hereunder.

Nothing in this Agreement shall circumvent or restrict either party's pre-existing obligations with the United States government pertaining to any kind 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 U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

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

## 23. STATEMENT OF STATE SPONSORSHIP

In compliance with section 286.25, Florida Statutes, if Contractor sponsors a program financed, in whole or in part, with funds provided under this Agreement, Contractor will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same font size as the name of the entity. As required by 20 CFR. 678.900, each one-stop delivery system must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials and must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

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.

## 24. PUBLIC ENTITY CRIMES

By entering into this Agreement, Contractor certifies that it is not on the state's convicted vendor list. Contractor shall comply with Section 287.133(2)(a), Fla. Stat., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with

any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Fla. Stat., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **25. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Agreement shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

## **26. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Should it be necessary for either party to receive confidential information, the disclosing party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, and delivered within thirty (30) days of the oral disclosure to the receiving party. The receiving party and its personnel shall keep the confidential information confidential, and shall use procedural safeguards to the same extent as it does for its own information, but in no event less than reasonable care. Receiving party agrees to use the confidential information solely for the purpose of carrying out the scope of work under this Agreement and not for any other purpose without prior written consent of the disclosing party. It shall not be considered a breach of confidentiality to disclose information that is:

- a) already known to the receiving party at the time of disclosure as evidenced by written record; or
- b) generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or
- c) developed independently of and without reference to the confidential information as evidenced by written record; or
- d) received from a third party who had a legal right to disclose such information without restriction as evidenced by written record.

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, provided 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 with all copies thereof provided, however, that receiving party may retain one (1) copy of confidential information solely for its legal and archival purposes.

The confidentiality obligations set forth in this provision shall survive for a period of three (3) years from the Effective Date. Notwithstanding anything to the contrary in this provision, any inventions disclosed under this Agreement shall be considered confidential information, whether labeled or not.

The parties agree that the confidentiality obligations of this Article 26 do not apply to anything shared prior to the date of signature below.

## **27. PUBLICATION**

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 the ability to file for patent protection or inadvertently divulge proprietary information of a party.

**28. EXPORT CONTROL**

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, an enumerated in the International Traffic Arms Regulations (ITAR), and the Export Control Reform Act (ECRA) as amended and enumerated in the Export Administration Regulations (EAR)). 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 CareerSource Central Florida that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCF neither represents that a license is or is not required or that, if required, it shall be issued.

**29. NO WARRANTIES**

UCF MAKES NO REPRESENTATIONS AND EXTENDS 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 CAREERSOURCE CENTRAL FLORIDA'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCF MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF CAREERSOURCE CENTRAL FLORIDA CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**30. FORCE MAJEURE**

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; epidemics; war; embargoes; fire; hurricane; 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.

**31. LIMITATION OF DAMAGES**

In no event will UCF be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic 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.

**32. ASSUMPTION OF RISK**

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, servants, and agents thereof while acting within the scope of their employment. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. CareerSource Central Florida and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

**33. REMEDIES**

The parties understand and agree that a party may suffer irreparable harm in the event of breach of 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 any other available rights, remedies or damages, a party shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the party, or its employees, servants, agents and any and all persons directly or indirectly acting for the party.

**34. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

**35. WAIVER**

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereundershall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**36. SEVERABILITY**

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall remain in full force and effect.

**37. INDEPENDENT CONTRACTOR**

In the performance of all services under this Agreement, each party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

**38. PROCUREMENT STANDARDS**

- a. Contractor will comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.
- b. Contractor will comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. CareerSource Central Florida shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. CareerSource Central Florida shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

**39. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**40. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

**41. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES**

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

**42. E-VERIFY**

Contractor certifies and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system ([E-Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**43. CONTRACTS POSTED ON WEBSITE**

An executed copy of a contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years will be posted on CareerSource Central Florida's website.

**44. MANDATORY REPORTING OF ABUSE**

In compliance with sections 39.201 and 415.1034, Florida Statutes, if Contractor or its subcontractor performing services under this Agreement, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Contractor agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96-ABUSE, or via the web reporting option at <https://reportabuse.myffamilies.com/s/>, or via fax at 1-800-914-0004.

**45. BACKGROUND SCREENINGS**

CareerSource Central Florida requires a Level 1 background screening as a condition of contract award for all contractors and subcontractors. The Level 1 background screening must be conducted prior to contract awards and prior to Contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years.

**46. VENUE, GOVERNING LAW**

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.

**\*\*End of ATTACHMENT C – Contractor Provisions, Certifications, and Assurances\*\***