**PRESENTER AGREEMENT**

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

And

(INSERT PRESENTER NAME)

This Presenter Agreement (“Agreement”) is entered into and effective as of the date of last signature hereto (“Effective Date”), by and between the University of Central Florida Board of Trustees (“UCF”) and (Insert Presenter Name) (“Presenter”) (individually a “Party” and collectively the “Parties”).

1. **Description of Services**. Presenter agrees to perform the presentation(s) as described in the Statement of Work, which is attached as Attachment A and incorporated herein by reference (“Services”) at the date(s), time(s), and location(s) described therein. Any changes to the Statement of Work, including changes to the date(s), time(s), location(s), format, speaker(s), or topic(s) must be agreed to in writing in advance by the Parties. Presenter shall be permitted to use and be granted access to UCF’s equipment, supplies, information, and facilities only as necessary for completion of the Services and only to the extent described in the Statement of Work.
2. **Contract Term**. This Agreement shall commence on the Effective Date and shall expire after the last date of performance listed in the Statement of Work, unless renewed or extended by mutual written agreement signed by the authorized representatives of the Parties.
3. **Payment**. UCF shall make payment to Presenter within thirty (30) days of receipt of an invoice from Presenter, upon the completion of the Services by Presenter. The total amount due under this Agreement is $(insert amount). This is an all-inclusive price for the Services covered by this Agreement, including Presenter’s travel expenses, if any.
4. **Compliance**. The Parties shall, at all times, comply with all applicable ordinances, laws, rules, and regulations of local, state, and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws or ordinances or to make and enforce rules and regulations with respect to the Parties. To the extent applicable, Presenter shall comply with UCF policies (<https://policies.ucf.edu>).
5. **Nondiscrimination**. UCF and Presenter must comply with all applicable provisions of: (i) the Vietnam Era Veterans Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **Presenter and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
6. **Accommodations.** The Parties agree that, should any registrant require accommodation under the American with Disabilities Act, they will negotiate in good faith at the appropriate time the allocation of cost of providing such accommodations, such as providing the content in alternative formats or providing sign-language interpreters.
7. **E-Verify**. To the extent that Presenter meets the definition of “Contractor” or “Subcontractor” under Section 448.095, Florida Statutes, Consultant agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes
8. **Human Trafficking**. If Presenter is not a governmental entity under Section 287.138(1), Florida Statutes, Presenter agrees that, prior to any contract being executed, renewed, or extended between the parties, Presenter shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing UCF with an affidavit signed by an officer or representative of Presenter under penalty of perjury attesting that Presenter does not use coercion for labor or services, as defined in that section.
9. **PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482,** [**gcounsel@ucf.edu**](mailto:gcounsel@ucf.edu)**, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

1. **Representations and Warranties**. Presenter represents and warrants that, to the best of their knowledge, the presentation and any provided handouts or other materials shall be factually accurate, not infringe on any proprietary or personal rights of others (including any copyright, trademark and privacy rights), and contain nothing defamatory or otherwise unlawful.
2. **Termination**. Either party may terminate this Agreement with thirty (30) days’ prior written notice to the other party.
3. **Notices**. Any written notices between the Parties shall be sent via certified mail to the following addresses, or other address of which the Parties shall have notified each other.

For UCF: (insert name or title of point-of-contract and address)

For Presenter: (insert name or title of point-of contract and address)

1. **Force Majeure**. Each Party’s performance under this Agreement is subject to acts of God, acts of terrorism, war, government authority, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the Party’s control making it impossible to perform its obligations under this agreement. Either Party may terminate this agreement without liability for one or more such reasons upon prompt written notice to the other.
2. **Governing Law and Venue**. This Agreement will be governed by the laws of the State of Florida and the United States. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction of the Parties and the subject matter hereof in Orlando, Florida. The Parties specifically waive the right to any other jurisdiction and venue and the defense based on inconvenient forum.
3. **Headings**. Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
4. **Independent Contractor**. The Parties to this Agreement are and will remain independent contractors and nothing herein will be construed to create a partnership, agency, or joint venture. Neither Party shall have any authority to bind the other or the other's representatives in any way and shall not represent to any third party that it has such authority. UCF shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state, and local laws with respect to the activities of Presenter.
5. **Assignments**. Under no circumstances shall Presenter assign to a third party any right or obligation of Presenter pursuant to this Agreement without prior written consent of UCF. If Presenter is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Presenter represents that Presenter has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
6. **Severability**. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired but shall remain in full force and effect.
7. **Waiver/Remedies**. 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 hereunder shall 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. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
8. **Entire Agreement**. This Agreement constitutes the entire Agreement of the Parties with respect to the Services which are the subject matter hereof. Neither Party will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the Services other than as expressly provided herein. This Agreement may not be modified or altered except by a written document executed by authorized officers of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or representatives.

**UCF PRESENTER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**STATEMENT OF WORK**

Presentation 1 (repeat this information for each addition presentation, if any)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Start Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Format (in person, Zoom, Teams, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location (if in person): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General description of presentation, including key topics to be covered: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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