

WORK FOR HIRE AGREEMENT

The following terms and conditions of this Work for Hire Agreement (this "Agreement") govern the work to be performed between _____ (hereinafter "Company" or "Contractor") and University of Central Florida Foundation, Inc., (hereinafter "Foundation"), a not-for-profit corporation incorporated in Florida and direct support organization of the University of Central Florida, (hereinafter "University").

1. Foundation desires to hire Company and Company will perform those services at the agreed upon delivery times as further described in the Exhibit "A" Statement of Work attached hereto and incorporated herein. Company's service under this Agreement shall commence on _____ and end one calendar year from this commencement date unless otherwise terminated. The total amount due under this Agreement is \$ _____. This is an all-inclusive price for the services covered by this Agreement, including Company's travel expenses, should a physical visit be necessary. For Foundation initiated travel beyond the scope of this Agreement, Company will have to obtain Client's prior written approval for such travel and all such travel shall only be reimbursed in accordance with applicable law, including, but not limited to Section 112.061, Florida Statutes as well as applicable Foundation policies and regulations.

2. All software, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, ideas, concepts, mechanicals, copyrights, trademarks, patents, patent applications, trade secrets, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of Foundation and, unless otherwise specifically set forth herein, shall be considered specially ordered for Foundation as a "work made for hire," or if for any reason held not to be a "work for hire," Company assigns all of its right, title and interest in the Materials to Foundation.

Foundation shall own all rights, title, and interest in the Materials, including without limitation all versions of all software, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, ideas, concepts, mechanicals, copyrights, trademarks, patents, patent applications, trade secrets, or any other work or material or property produced, developed, or fabricated for use in performance of this Agreement.

Company agrees upon request to execute any documents necessary to perfect the transfer of such title to Foundation.

3. Foundation's rights in the Materials shall include, but not be limited to (a) the unrestricted and exclusive reproduction rights throughout the world without name credit for advertising, trade, or art purposes or any other lawful purpose, (b) the exclusive right throughout the world to protect the Materials by copyright(s), patent(s), or trademark(s), or trade secrets in Foundation's name and for its benefit, including the right to secure extensions and renewals of such copyright(s), patent(s), or trademark(s) in Foundation's name and for its benefit, (c) the right to create new versions, alter, retouch or crop the Materials in any way, (d) the right to license, distribute, assign or transfer any right, title, interest or copyright in the Materials or otherwise dispose of the Materials or any portion thereof for any purpose and in any manner, and (e) all subsidiary rights.

4. The Materials shall be to Foundation's satisfaction and are subject to Foundation's approval. Company bears all risks of loss or damage to the Materials until Foundation has accepted delivery of the Materials. Foundation shall be entitled to return, at Company's expense, any Materials which Foundation deems to be unsatisfactory. It is agreed that the time of completion and the delivery of the Materials is of the essence and that Foundation may, at Foundation's election, cancel this Agreement or any part thereof if it is not fulfilled within the time specified or, if no time is specified, within a reasonable time. Foundation may otherwise cancel this Agreement at any time prior to acceptance of any Materials, upon written notice to Company, and pay only the verified direct costs incurred by Company in the performance of its obligations prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified on Foundation's order.

5. On or before completion of Company's services hereunder, Company must furnish Foundation with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

6. Company acknowledges and agrees that the details of this transaction and all information supplied by Foundation for Company's performance hereunder is proprietary and shall be kept in strict confidence. This Agreement or any sums payable may not be assigned by Company without the prior written consent of Foundation.

7. Company hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) Company is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

8. Company agrees to indemnify and hold harmless Foundation and those acting for or on its behalf, the University of Central Florida Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and reasonable attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of Foundation's order by Company, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of Company's agreements or representations and warranties herein.

9. Invoices for Company's services must be rendered in triplicate within 30 days after acceptance of such services. Payments shall be made by Foundation, at such time as Foundation is in receipt of satisfactory Materials, releases, and invoices, as herein above described. Payment for any materials shall not constitute acceptance. Materials shall be subject to inspection and approval and shall be returned at Company's expense if not satisfactory.

10. All applicable taxes including but not limited to sales taxes, if any, should be computed and added to Company's invoice covering the Materials. All charges shown on Company's invoice must be included in making such computation. The parties hereto acknowledge that Foundation is a tax-exempt entity.

11. The Services performed under this Agreement may be subject to United States export control laws and regulations. Company agrees that it will not provide Services, or cause any Services to be provided, in violation of United States export control laws and regulations.

12. 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: Jennifer Cerasa, Legal Counsel, jennifer.cerasa@ucf.edu, University of Central Florida Foundation, Inc., 12424 Research Parkway, Suite 250, Orlando, FL.

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records 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.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 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 prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. This Agreement shall be construed pursuant to the laws of the State of Florida. Venue for any action arising hereunder shall be in Orange County, Florida.

14. The terms and conditions set forth herein constitute the entire agreement between the parties with respect to the materials, and no waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties hereto.

15. This Agreement becomes Effective on the date last executed by the parties hereto.

16. Either party may terminate this Agreement by providing 30 days written notice.

UCF FOUNDATION:

By: _____
Print Name: _____
Title: _____
Date: _____

COMPANY:

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "A"

STATEMENT OF WORK