

University of South Florida
Sponsorship Agreement
"WK 17-08 Pinellas County Board of County Commissioners"
(Pinellas SBDC SBIR/Phase 0)

This Sponsorship Agreement ("Agreement") is hereby entered into by and between The University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component colleges, departments, and divisions with a principal address at 4202 E Fowler Avenue, Tampa, FL 33620 ("USF"), and Pinellas County Board of County Commissioners (the "Sponsored Entity") with a principal address at 13805 58th Street North, Clearwater, FL 33760.

WHEREAS, USF desires to participate in certain activities of the Sponsored Entity as described below; and

WHEREAS, the Sponsored Entity represents that it is competent to perform the activities and desires to do so; and

WHEREAS, USF is acting on behalf of the Florida High Tech Corridor ("Corridor") as funded by the Florida legislature.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set herein, the parties agree as follows:

1. Activities. USF hereby engages the Sponsored Entity to perform the activities as follows ("Activities"):
 - A. Economic development initiatives to support technology based industries.
 - Act as a referral source for agencies such as: USF Entrepreneurial Incubator, TEC Garage, Fast Trac Tech Venture, and TBTF's Emerging Entrepreneurs allowing the program to identify marketable products, and viable companies that could apply for participation in various technology incentivized business programs.
 - Purchase electronic client registration kiosk
 - Provide much needed outreach through a marketing campaign, conferences, workshops and one-on-one mentoring in cooperation with personnel from the FSBDC at PCED, USF St. Petersburg, College of Business and other local industry and chamber organizations.
 - Support economic and workforce development in the STEM disciplines.
 - Extend relationships with industry, the Pinellas County School Board's K-12, career education and post-secondary offerings via STEM industry data sharing, mentoring, internships, and business incentives opportunities.
 - B. Initiatives to support and cultivate participation and exposure the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs.
 - Broaden SBIR and STTR participation thereby identifying commercially viable technology innovations, and bring those innovations to market.
 - Stimulate, improve, and nurture better SBIR and STTR proposal development and facilitate high quality SBIR and STTR proposals resulting in new innovative businesses.
 - Provide contact information and opportunities of the eleven participating federal agencies and in conjunction with the FHTCC SBIR/STTR Seminar Series provide:
 - Information about the Corridor Universities' External Matching Grant as a tool to leverage SBIR/STTR grants;
 - Provide an introduction to SBIR/STTR opportunities through an area wide conference;
 - Provide information on Phase 0, I funding opportunities through area wide seminars;
 - Provide information session to university partners and students (involved in the student incubator and/or technology based entrepreneurial programs) regarding funding criteria for participation in the SBIR.STTR programs.
2. Term. The term of sponsorship under this Agreement is from November 15, 2016 through November 14, 2017.

3. Fees. In consideration for the Sponsored Entity's activities described in this Agreement, USF shall pay to the Sponsored Entity the lump sum of twenty thousand dollars (\$20,000).
4. Payment. Upon execution of this Agreement by both parties, USF will provide a purchase order number to the Sponsored Entity referencing this Agreement. The Sponsored Entity will submit to USF an invoice containing the purchase order number. Upon receipt and approval of the Sponsored Entity's Invoice, USF will remit payment to the Sponsored Entity in the form of a check.
5. Taxes. USF is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Sponsored Entity shall not charge USF for such taxes.
6. Termination. This Agreement may be canceled by either party prior to the end of the Term upon written notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the fees for activities actually conducted by the Sponsored Entity, if any, shall be due and payable.
7. Sovereign Immunity. Nothing in the Agreement shall be construed as an indemnification of the Sponsored Entity by USF. USF warrants and represents that as a sovereign entity, it is self-insured. USF assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, servants, and agents thereof while acting within the course and scope of their employment by USF. Sponsored Entity and USF agree that nothing contained herein shall be construed or interpreted as (a) the consent of USF or State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by USF or the State of Florida beyond that provided in §768.28, Florida Statutes.
8. Independent Contractors. The parties are independent contractors and neither party shall have supervision or control over the other party's employees, faculty, staff, students, representatives or volunteers in the performance of their duties.
9. Use of Name. Sponsored Entity will not use the name, logo or intellectual property of USF without the prior written consent of USF. Neither party shall use the name, logo, or intellectual property of the other party for marketing purposes or otherwise without the prior written consent of owning party. However, neither party shall be prohibited from complying with §1004.22, Florida Statutes, regarding sponsored research activity.
10. Public Entity Crime. Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date first placed on the list.
11. No Employee Relationships. In accordance with §112.3185, Florida Statutes, the Sponsored Entity hereby certifies that to the best of his knowledge and belief no individual either employed or subcontracted by it has an immediate relation to any employee of USF who was directly or indirectly involved in the procurement of services related to this Agreement. Violation of this section by Sponsored Entity shall be grounds for cancellation of this Agreement by USF.
12. No Lobbying. The expenditure of funds disbursed from State of Florida appropriated grants and aid for the purpose of lobbying the Legislature or a State agency is prohibited. Sponsored Entity represents and warrants that no individual employed by it conducts any lobbying activities.
13. 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 otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; hurricanes; acts of God; or default of 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.

14. Amendments. Any changes, amendments, or modifications to the Agreement must be in writing and signed by the parties to be effective.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its choice of law provisions. Venue for any litigation or other action or proceeding between the parties arising out of this Agreement lies in Tampa, Florida.

[Remainder of Page Intentionally Blank. Signatures on Following Page.]

By their duly authorized signatures below, the parties hereby enter into this Agreement:

The University of South Florida Board of Trustees

Signed by: 

Print: Paul R. Sanberg, Ph.D., D.Sc.

Title: Sr. V.P. for Research, Innovation & Economic Development

Date: 1/19/17

USF Purchasing & Property Services


Signed by: _____

Print: _____

Title: Director Purchasing Services

Date: January 29, 2017

Sponsored Entity: Pinellas County Board of County Commissioners.

Signed: 

Print: Mark S. Woodard

Title: County Administrator

Date: January 9, 2017

APPROVED AS TO FORM

By: 

Office of the County Attorney