



Interoffice Memorandum

January 10, 2024

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Ed Torres, M.S., P.E., LEED AP, Director
Utilities Department

**SUBJECT: January 23, 2024 – Consent Agenda
Master License Agreement for Utilities Research
Contact Person: Ben Yoakum, Ph.D., P. E., Project Manager
Utilities Water Division
407-254-9598**

The University of Central Florida Research Foundation, Inc. (UCFRF) is a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida (UCF) Board of Trustees. UCFRF has requested a right-of-entry license for access to Orange County Utilities (OCU) property to perform UCF research projects and collect data related to research purposes. Research at OCU has the potential to improve facility treatment processes, as well as benefit other utilities and the water, wastewater, and solid waste management industries at large.

The proposed Master License Agreement provides the framework governing UCF research projects performed on OCU properties, to include Statements of Work to be completed for each research project on OCU property, research data transfer requirements to protect the security of County utilities, and County-review rights of the materials produced as a result of UCFRF's research.

The County Attorney's Office and Risk Management Division have reviewed the agreement and finds it acceptable as to form. Utilities Department staff has reviewed the agreement and recommends approval.

Action Requested: Approval and execution of Master License Agreement by and between Orange County and University of Central Florida Research Foundation, Inc. for research projects on Orange County Utilities properties and authorization for the Director of Orange County Utilities to review materials or information produced by the research, furnish notices required under the Master License Agreement, and execute term extensions and Statements of Work according to the terms of the Master License Agreement.

All Districts.

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (the “Agreement”), effective as of the last date of execution below (the “Effective Date”), is made by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”) and **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.** (“UCFRF” or “Licensee”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”), a Florida public university under the laws of the State of Florida, whose principal address is 12201 Research Parkway, Suite 501, Orlando, Florida 32826. The County and Licensee may be individually referred to as a “Party”, and collectively referred to as the “Parties.”

RECITALS

A. The County owns certain real property located in Orange County, Florida, on which the County owns and operates facilities to provide customers with potable water, water reclamation, and solid waste management services.

B. Licensee has requested a right of entry license for access to County-owned property in order to perform research and collect data related to research purposes (the “Work”) on those properties identified in the Statements of Work attached hereto as **Exhibit “A”** (each, a “Statement of Work”), which is incorporated herein by reference and individually or collectively referred to as the “Property”.

C. Such Work may be performed all or in part, and on an as-needed basis, through the use of unmanned aircraft systems, or “drones,” as specified herein, and associated imaging or surveillance technology.

D. The Parties desire to enter into this Agreement for the purposes of evidencing their respective rights and obligations in connection with Licensee’s request as described above.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals and referenced Exhibits are true and correct and are incorporated herein by reference.

2. License; No Grant of Easement. The County hereby grants Licensee a non-exclusive license over, upon, and across the Property for the purposes hereinafter stated, all subject

to the terms, conditions and limitations set forth in this Agreement. This Agreement is intended and will be construed only as a temporary license to enter the Property for purposes of completing the Work, including Licensee's use of drones and associated imaging or surveillance technology for research purposes. If such technology is utilized during the Work, it is expressly stipulated that the license granted under this Agreement is for permissive use only and that any activity conducted by Licensee or its employees, contractors, subcontractors, consultants, and agents (collectively, the "Entrants") within the Property pursuant to this Agreement shall not operate to create or vest any easement, possessory interest, or other property right in Licensee or anyone else. The County understands and agrees that Licensee does not have any employees, and that all personnel performing under this Agreement are employees or agents of UCF.

3. Purpose. The sole purpose of the Agreement is to permit Licensee and any Entrants to enter upon the Property to complete the Work, including any research-based use of drones and associated imaging or surveillance technology as may be needed.

Access to the Property will be limited to those hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding County holidays. Licensee shall provide the County written notice prior to accessing any portion of the Property. Upon receipt of such notice, the County shall have the option to designate one or more representatives as necessary to supervise the Work-related activities of Licensee and any Entrants within the Property. Licensee may request to access the Property outside of the hours listed above: such request shall be granted subject to County's discretion and written approval.

4. Site-Specific Statement of Work; Order of Interpretation. The County and Licensee shall execute site-specific Statements of Work for individual research projects or activities in accordance with the terms of this Agreement. All Statements of Work shall be executed in the form attached hereto as **Exhibit "A"** and shall be incorporated herein as a part of this Agreement. Statements of Work may be terminated pursuant to Section 8 of this Agreement.

In the case of conflict between or among documents related to this Agreement, the following order of precedent shall apply:

- (a) Any amendments to this Agreement;
- (b) Sections 1 through 29 of this Agreement;
- (c) Statements of Work.

5. Licensee Warranties and Obligations.

- (a) Licensee warrants that it is duly authorized to enter into this Agreement.
- (b) Licensee agrees that Licensee and Entrants will not use the Property for any purpose other than as stated in this Agreement or any applicable Statement of Work.
- (c) Licensee and Entrants shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all activities relating to the safety

and security of all persons and property affected by or involved in Licensee and Entrants' use of the Property under this Agreement.

(d) Licensee and Entrants shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by Licensee and Entrants' use of the Property under this Agreement. If property damage occurs, Licensee shall be responsible for repairing any damage to the Property directly caused by Licensee or Entrants.

(e) Licensee and Entrants shall perform the Work with all necessary licenses, permits, and registrations required by federal, state, and local law, including, if the use of drones and associated technology is utilized by Licensee during the Work, the remote pilot certification under 14 C.F.R. Part 107 as well as any other licensing or certification requirements required by the Federal Aviation Administration.

(f) Licensee and Entrants shall comply with all federal and state laws with respect to the operation of drones, including but not limited to Section 330.41, Fla. Stat. ('Unmanned Aircraft Systems Act') and Section 934.50, Fla. Stat. ('Freedom from Unwarranted Surveillance Act'), as may be applicable.

(g) In the performance of Work-related research, Licensee shall only use drone models produced by a listed manufacturer on the Florida Department of Management Services' Approved Drone Manufacturers List, pursuant to Section 934.50(7)(b), Fla. Stat., as may be applicable.

(h) In the performance of Work-related research, Licensee and Entrants shall utilize a reasonable degree of skill and standard of care required in its technical practices and procedures, including any standards for maintaining and operating drone aircraft as may be applicable. Specifically, Licensee and Entrants must consider all necessary wind, weather forecast, and environmental conditions before undergoing any drone flight operation pursuant to this Agreement.

(i) Notwithstanding anything foregoing to the contrary, Licensee and Entrants shall not operate a drone over, allow a drone to make contact with, or allow a drone to come within a distance close enough to interfere with the operations of, any building, structure, or facility located on the Property. Violation of this condition may result in the immediate termination of this Agreement pursuant to Section 8 below.

6. No Business Relationship. Licensee is completing the Work at Licensee's own expense and not as a partner, principal, agent, employee, or contractor of the County. The County and its own officers, agents, and employees may, at the County's sole discretion, assist Licensee by providing relevant expertise or knowledge related to Licensee's performance of the Work. Notwithstanding the foregoing, however, nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create a partnership, joint venture, or of any other relationship of an economic or business nature between the County and Licensee.

7. **Term.** This Agreement will commence upon the Effective Date and shall continue for a period of three (3) years (the “Term”), unless sooner terminated or extended as provided herein. Licensee may extend the Term of this Agreement for one (1) additional three (3) year period (“Term Extension”) by sending the County a written notice indicating its desire to extend the Term at least sixty (60) days prior to the Term’s initial expiration. The Director of Orange County Utilities is hereby authorized to approve or reject Licensee’s written notice to extend the Term on behalf of Orange County and to provide a Term Extension which shall be executed by mutual, signed consent of authorized representatives of the Parties. After the expiration of the Term of this Agreement, any entry onto the Property requires a new agreement. In no event shall the duration of the use of the Property under any Statement of Work exceed the Term of this Agreement.

8. **Termination; Remedies.** This Agreement or any Statement of Work pursuant to this Agreement may be terminated at any time by either Party. **Notwithstanding anything herein to the contrary, this Agreement is terminable at will by the County.** In an emergency situation, including but not limited to any occurrence involving the use of firearms or other illegal or unsafe conduct by Licensee or Entrants, or in any other occurrence in which the County determines in its sole discretion that circumstances exist which jeopardize, or could jeopardize, the safety and security of persons or property (“public safety situation”), the County may **immediately suspend or terminate this Agreement without prior written notice.** In the absence of an emergency or public safety situation as described above, this Agreement may be terminated by either Party **upon fifteen (15) days written notice to the other Party.** If this Agreement is terminated, all Statements of Work under this Agreement shall automatically terminate; however, the termination of an individual Statement of Work shall not terminate this Agreement. In addition to termination of this Agreement, the Parties expressly reserve any and all other legal remedies at law and in equity as may be available. Damages, if any, shall be limited to actual, out-of-pocket expenses incurred to remedy a breach of this Agreement. Speculative, consequential, punitive, or other non-actual damages are prohibited.

9. **Information Use and Sharing Obligations.**

(a) Licensee’s use of any information or data obtained from any Statement of Work pursuant to the Work shall be subject to compliance with all applicable laws or regulations, including but not limited to public records disclosure and exemption laws per Chapter 119, Fla. Stat.

(b) Licensee agrees to not release, distribute, publish or disseminate any materials or information containing the name of the County, any of its facilities, or any of its officers, employees, agents, or contractors without prior written approval of an authorized representative of the County. Any reference to the County as a named entity shall be made in accordance with those ‘blinding’ or ‘masking’ practices used in academic research, where the specific name or title of a person, entity, or place is replaced with a more generic descriptor. For example, any Work conducted at the Orange County Utilities Northwest Water Reclamation Facility shall be referenced in any subsequent materials as Work conducted at “Utilities Facility ‘A.’”

(c) **Within thirty (30) days following completion of any Statement of Work pursuant to the Work, Licensee shall provide to the County, in electronic or written format, all requested information and data collected pursuant to such Statement of Work.** In addition, Licensee shall provide to the County, in electronic or written format, preliminary drafts of any and all reports, studies, summaries, analyses, publications, presentations, or other such documentation prepared by Licensee or Licensee's Entrants that incorporate any information or data collected pursuant to the Work (the "Prepublication Materials") at least sixty (60) days prior to any planned publication or dissemination of the Prepublication Materials. The County, within thirty (30) days of receipt of any Prepublication Materials, shall have the right to review the Prepublication Materials for the purpose of determining if, in the County's opinion, any data or information contained therein is misleading, includes error(s), omits material information, or is adverse to the County's interests, and may provide comments to the Licensee. Within thirty (30) days of receipt of any comments from the County, Licensee shall issue written responses to any such comments for the purpose of resolving any disagreement between the Parties regarding the disputed preliminary drafts, data, or information.

Notwithstanding those notice and comment procedures identified in this subsection (c), however, 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 rights, inadvertently divulge proprietary information of a Party, or inadvertently reveal materials or information related to facility and infrastructure security. The County or Licensee shall provide each other with any and all advertising, marketing, co-branding or promotional copy or materials developed or used by the County or Licensee which refers to the County or Licensee's participation in this Agreement, and the Parties reserve the right to review such copy or materials before publication or dissemination. Any proposed public statement (such as, but not limited to, advertising, marketing, co-branding, or promotional copies or materials) press release or communications by either Party shall be submitted to the other Party for its review and comment at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. Neither Party shall use, reproduce, or display any trademark or logo owned or held by the other Party or any of its affiliates without the prior written consent of the other Party. The obligations of this subsection shall survive the expiration or termination of this Agreement.

(d) Nothing shall prevent either Party from complying with Section 1004.22(2), Fla. Stat. regarding sponsored research activities, as may be applicable.

10. No Interference with County Operations Permitted. Under no circumstances may Licensee or Entrants block, impede, or restrict any operations of the County on the Property without the prior written consent or approval from the County. Any interference with County operations as determined by the County in its sole discretion may result in immediate suspension or termination of this Agreement. If the County determines that Licensee's or Entrants' activities, in whole or in part, unreasonably interfere in any way with the convenient, safe, or continuous use, maintenance, or improvement of the Property, Licensee and any Entrants will, upon receipt of verbal notice from the County, immediately discontinue the interference at no cost to the County.

11. No Warranties; As-Is.

(a) The County makes no representations about the condition of the Property, and Licensee and Entrants will enter upon the Property at their own risk. This Agreement is conditioned upon Licensee's use of the Property "AS IS" and "WITH ALL FAULTS."

(b) Licensee and UCF grant the County the right to use any information, data, reports, studies, summaries, analyses, publications, presentations, or any other such research deliverables or proprietary materials that incorporate any information or data obtained or collected from any Statement of Work pursuant to the Work, albeit at the County's own risk. LICENSEE AND UCF MAKE NO REPRESENTATIONS AND EXTEND 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 THE COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. LICENSEE AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF THE COUNTY CHOOSES TO UTILIZE RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

12. Limitation of Liability. In no event will either Party be responsible for any indirect damages, incidental damages, consequential damages, 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.

13. Indemnification. 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, and agents thereof while acting within the scope of their employment. Licensee, UCF, and the County each expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat., and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver by UCF or the County. The County and Licensee acknowledge and agree that Licensee represents that it is a direct support organization acting on behalf and as an instrumentality of UCF and that, to the extent permitted but without waiver of sovereign immunity beyond the waiver provided under Florida law, Licensee retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat., granted to instrumentalities of State agencies. The Parties further agree that the cap on the amount and liability of UCF and the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort in Section 768.28, Fla. Stat., and that the cap on the amount and liability of

Licensee for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the policy limits of Licensee's insurance coverage.

14. Insurance.

(a) Licensee agrees to maintain, on a primary basis, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Licensee, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Contract.

(b) Licensee shall require and ensure that each of its Entrants providing Work-related services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

(c) Licensee shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement to verify such coverage:

- Commercial General Liability - Licensee shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Licensee further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Professional Liability (if applicable) – If the Agency provides professional services (i.e., medical, counseling, legal, etc.), it shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.
- Automobile Liability – Covering all owned, non-owned, or hired vehicles, whichever may apply, with limits of not less than \$1,000,000 per occurrence.

- Unmanned Aviation Coverage – With limits of not less than \$500,000 per occurrence, if drones and associated imaging or surveillance technology are utilized during the Work.

(d) Workers' Compensation Insurance:

1. Licensee represents that it has no employees and that the employees used to provide Work-related services as Entrants under this Agreement shall be employees of UCF.
2. Licensee additionally represents that it is a "university direct support organization" of UCF pursuant to Section 1004.28, Fla. Stat., and that:
 - a. The UCF's Board of Trustees, in accordance with the guidelines of the Board of Governors, has prescribed by regulation conditions with which Licensee must comply in order to use UCF's property, facilities, and personal services;
 - b. Such conditions set forth by the UCF's Board of Trustees expressly permit the Licensee to use and commit to the use of UCF's property, facilities, and personal services – including, but not limited to, UCF employees – in order to meet the obligations of this Agreement; and
 - c. The state of Florida is self-insured and, as a state university, UCF participates in the State Risk Management Trust Fund for Workers Compensation coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Licensee shall maintain workers' compensation coverage for all officers, employees, servants, and agents in accordance with statutory limits.
 - d. Licensee bears the sole responsibility of ensuring that any and all Entrants under this Agreement are protected by workers' compensation insurance; such protection shall be through UCF's above-stated workers' compensation coverage or through a separate policy subject to the below requirements. Licensee shall additionally indemnify and hold the County harmless against any workers' compensation claims that may arise from any such individuals under or in any way related to this Agreement.

For any Entrants not covered under UCF's above-stated workers' compensation policy, Licensee shall require that those Entrants procure and maintain, until the completion of their respective services, workers' compensation compliant with the following:

Workers' Compensation – Coverage with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Chapter 440, Fla. Stat. will be considered on a case-by-case basis. Any Entrant using an employee leasing company shall complete the Leased Employee Affidavit.

(e) For policies written on a "Claims-Made" basis, Licensee agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Licensee agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve Licensee of the obligation to provide replacement coverage.

(f) When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Licensee's most recent annual report or audited financial statement.

(g) Licensee agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent and a CG 24 04 Waiver of Transfer of Right of Recovery or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County, Florida.

(h) Insurance carriers providing coverage required herein, must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(i) Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

(j) No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

(k) The County uses a third-party certificate management provider to manage its insurance certificates and related documentation. Upon insurance expiration, third-party certificate management staff will notify Licensee to request updated insurance certificate(s) and endorsement(s).

(l) Licensee shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance, Licensee shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. Blanket additional insured or waiver of subrogation policy language may be submitted for consideration as long as the entire policy form or endorsement is

submitted for review.

(m) For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificate(s) shall clearly indicate that Licensee has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Acceptable evidence may include either a certificate of insurance or an insurance binder. Additional insured and waiver of subrogation endorsements shall be provided to the County as soon as possible after issuance by Licensee's insurance carrier.

(n) The certificate holder shall read:

Orange County, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

15. Property Restoration. Licensee shall restore the Property to a condition as good as, or better than, the condition existing prior to the commencement of Work. This Section will survive the expiration or termination of this Agreement.

16. Presence of Abnormal Conditions. In the event Licensee or Entrants encounter any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, Licensee shall immediately cease all work within the Property and immediately notify the County. Abnormal conditions may include, but are not limited to, discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. This Section shall be interpreted in the context of the subject Property for which the Work is to be performed; for example, noticeable fumes or odors may occur at the County Landfill which may be considered "abnormal" in another context but which are normal in landfill conditions. If there is any uncertainty whether this Section applies to conditions occurring at the subject Property, Licensee shall temporarily suspend all work and immediately contact the County to determine the existence of hazardous substances, toxic waste, or pollutants on the Property. The County is authorized, upon reasonable notice to Licensee, to temporarily suspend access to the Property under this Agreement to allow for contamination assessment and remediation. Any aforementioned suspension of access to the Property will remain in effect until Licensee is otherwise notified by the County.

17. No Liens. Licensee must keep the Property free and clear of all liens and encumbrances arising from the exercise by Licensee of Licensee's rights under this Agreement.

18. Notices. Unless otherwise specified in this Agreement, any notice, request, direction, instruction, payment, or other communication required or permitted to be made or given by either Party must be in writing and sent to the addresses set forth below or to such other address as a Party may designate in writing to all Parties and must be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, or (iii) sent Federal Express, USPS Express Mail, UPS, or other overnight delivery service with delivery confirmation.

If to the County:

Orange County Utilities Department
Attn: Director
9150 Curry Ford Road
Orlando, Florida 32825-7600

and

Orange County Administrative Services Department
Real Estate Management Division
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801-2816

and

Orange County Attorney's Office
Orange County Administration Building
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801-3527

If to Licensee:

University of Central Florida Research Foundation, Inc.
Attn: Assistant Director
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3231

19. Attorneys' Fees. The Parties agree that each Party will bear the cost of its own attorney fees, paralegal fees, professional fees, and other incidental costs incurred for any action arising out of or in connection with this Agreement.

20. Enforcement; Waiver of Jury Trial. If either Party fails to perform or breaches any term, condition, warranty, obligation, requirement, duty, or covenant contained in this Agreement, the non-defaulting Party will have the right, at their option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere in this Agreement, to bring an action for specific performance in a court of competent jurisdiction. The Parties waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement.

21. Non-Waiver. Failure by either Party to enforce any other terms or provisions of this Agreement, however long continued, will in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

22. Applicable Law. This Agreement will be governed by and construed under and in accordance with the laws of the State of Florida. The Parties consent and agree that Orange County, Florida, will be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this Agreement, and each Party hereby waives any defense, whether asserted by motion or pleading, that Orange County is an improper or inconvenient venue.

23. Entire Agreement. This Agreement and any applicable Statement(s) of Work contain the entire agreement of the Parties with respect to Licensee's access to the Property and supersede all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

24. Amendments. Any amendment to this Agreement, other than a Term Extension, shall be made in writing and executed in accordance with the same formalities as this Agreement.

25. Delegation. The Director of Orange County Utilities ("Director") is hereby authorized on behalf of the of the County to review any research materials or information produced by Licensee pursuant to the Work, and to furnish any notice required or allowed under this Agreement. The Director is further authorized to approve and execute any Term Extension and approve or execute any Statement of Work without the need to seek further approval of the Board of County Commissioners so long as: (1) the Term Extension or the Statement of Work are determined by the Director to be in line with the purpose and intent of this Agreement; and (2) the Director reviews and approves the Statement of Work without requiring a change in the insurance, liability, or indemnification provisions of this Agreement. The "Agreement" shall mean and consist of the following documents: (a) any amendment signed by both Parties; (b) any executed Statement of Work; (c) the terms of this Agreement; and (d) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.

26. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

27. Authority. Each Party to this Agreement warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

28. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

29. Third Party Beneficiary. There are no intended or unintended third-party beneficiaries of this Agreement.

30. Assignment. Licensee may not assign or transfer any interests, rights, or duties under this Agreement to any other party without the prior written consent of the County.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year written below their signatures.



ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: January 23, 2024

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print: Jennifer Lara-Klimetz

UNIVERSITY OF CENTRAL
FLORIDA RESEARCH
FOUNDATION, INC.

WITNESSES:

Patsy J. Dorph
Print Name: Patsy J. Dorph

Peter Catalano
Print Name: Peter Catalano

By: *A Cov*
Amanda Coveney, Assistant Director

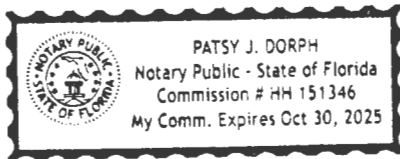
Date: 12/20/23
(Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of December, 2023 by Amanda Coveney as Assistant Director of University of Central Florida Research Foundation, Inc., a direct support organization and instrumentality acting for the benefit of and on behalf of UCF, who is personally known to me or has produced FL-DL as identification.

Patsy J. Dorph
Notary Public, State of Florida
Patsy J. Dorph
Notary's Printed Name

(Notary Stamp)



My Commission Expires: Oct 30, 2025

Exhibit A
FORM OF
STATEMENT OF WORK
Site Specific Research Project

This **STATEMENT OF WORK** (“**Statement of Work**”), effective as of the date of latest execution below (the “**Effective Date**”), is issued pursuant to the Master License Agreement dated [*enter Agreement date*] (“**Agreement**”) between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**County**”) and **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.** (“**UCFRF**” or “**Licensee**”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“**UCF**”), a Florida public university under the laws of the State of Florida, whose principal address is 12201 Research Parkway, Suite 501, Orlando, Florida 32826. The County and Licensee may be individually referred to as a “**Party**”, and collectively referred to as the “**Parties.**”

ALL TERMS OF THE AGREEMENT ARE HEREBY INCORPORATED INTO THIS STATEMENT OF WORK.

SITE LOCATION: [*enter site address with map as applicable*]

WORK CONDITIONS:

	Condition	Description
1	Scope of Work and Activities	
2	Licensee Responsibilities	
3	Entrant & other Authorized Personnel	
4	Timeline and Scheduled Weekly Hours	
5	Equipment	
6	Permits	
7	Miscellaneous	

CONFIDENTIALITY: Should it be necessary for either Party to receive confidential information pursuant to this Statement of Work, 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, within thirty (30) days of the oral disclosure. The receiving Party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. Confidential information does not include 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, which retained material shall remain subject to the confidentiality provisions of this Section.

The County understands and agrees that Licensee does not have any employees and that all personnel performing under this Agreement are employees or agents of UCF. As a result, Licensee shall be able to disclose confidential information, subject to all restrictions contained herein, to employees of UCF who have a legitimate need to know the confidential information. However, if Licensee discloses confidential information to UCF employees pursuant to this paragraph, Licensee shall inform such employees that the disclosed information is confidential and that such employees are obligated to maintain the confidentiality of the disclosed information and to only use such information in a manner consistent with the proper purpose for which the information has been shared with Licensee.

Notwithstanding anything to the contrary in this Section, all Intellectual Property disclosed under this Statement of Work shall be considered confidential information, whether labeled or not. For the purposes of this Section, the term "Intellectual Property" shall mean 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.

The Parties have executed this Statement of Work on the dates set forth below by their duly authorized representatives and hereto agree to be bound by same.

**UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.**

ORANGE COUNTY, FLORIDA

By: FORM NOT FOR SIGNATURE

By: FORM NOT FOR SIGNATURE

Print: _____

Print: _____

Title: _____

Title: Orange County Utilities Director

Date: _____

Date: _____