



## Interoffice Memorandum

September 23, 2021

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade and Tourism Development

SUBJECT: **October 12, 2021 – Consent Agenda Item**  
Approval of changes to agreements related to the Disney  
Worldwide Services, Inc. and University of Central  
Florida Board of Trustees

The National Entrepreneur Center (NEC) is a unique public-private partnership dedicated to the development, growth, and success of small businesses and entrepreneurs within the community. Founding sponsors include Orange County, the University of Central Florida (UCF), and Disney Worldwide Services, Inc. (Disney). Fourteen service providers rent office space at the NEC, which currently is located at 3201 E. Colonial Drive, Orlando, Florida.

This agenda item renews the NEC co-sponsorship agreement between Orange County, UCF, and Disney and renews agreements between the NEC and its service providers.

The new co-sponsorship agreement positions the NEC for continued growth and development as the lead organization in the Orange County entrepreneurial ecosystem. The shared facility model of the NEC is widely recognized for its efficiency in serving the needs of small businesses, and for its leveraging of community assets to accelerate business development.

The NEC relocated in April 2011 to the Orlando Fashion Square Mall, where it has provided additional services, upgraded technology, and easier access for clients.

Specifically, the new co-sponsorship agreement 1) replaces the original co-sponsorship agreement, including in its amendments and restated form as approved by Orange County Commissioners on March 29, 2011; 2) renews the commitment of the original founders of the NEC for an additional five years; and 3) updates and revises the agreement to reflect current operations and provide for the continued development of the NEC.

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Approval of this agenda item also would authorize new formal agreements between Orange County, which leases space on behalf of the NEC, and 14 service providers. These agreements would accommodate the service providers at the Orlando Fashion Square Mall. They also would continue to ensure service provider accountability to the NEC and the community by clearly setting forth their responsibilities as service providers.

**ACTION REQUESTED:**

**Approval and execution of First Amended and Restated Cosponsorship Agreement for the National Entrepreneur Center Between Orange County, Florida and Disney Worldwide Services, Inc. and University of Central Florida Board of Trustees Joined for limited purposes by University of Central Florida Research Foundation, Inc.**

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**FIRST AMENDED AND RESTATED  
COSPONSORSHIP AGREEMENT**

*for the*

**NATIONAL ENTREPRENEUR CENTER**

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*Between*

**ORANGE COUNTY, FLORIDA**

**and**

**DISNEY WORLDWIDE SERVICES, INC.**

**and**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

*Joined for limited purposes by*  
**University of Central Florida Research Foundation, Inc.**

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This First Amended and Restated Cosponsorship Agreement ("Restated Agreement" or "Agreement") is made and entered into as of October 12, 2021 between Orange County, a charter county and political subdivision existing under the laws and Constitution of the State of Florida ("County"); Disney Worldwide Services, Inc. ("DWS"), (Taxpayer ID # 95-424-5682), a for-profit concern; and the University of Central Florida Board of Trustees, (Taxpayer ID # 59-2924021), a public body corporate, (each hereinafter refer to as "Party" or "Parties"), and joined for limited purposes by University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation ("UCFRF").

WHEREAS, the County, DWS, UCF and the United States Small Business Administration ("SBA") previously entered into a Cosponsorship Agreement dated January 28, 2003, as amended by that

certain First Amendment dated September 29, 2004, by that certain Second Amendment dated June 26, 2007, and by that certain Amended and Restated Agreement dated June 26, 2007, (collectively, "Prior Agreements"); and

WHEREAS, pursuant to the Prior Agreements, the Board of County Commissioners for Orange County executed a Lease and a First Amendment to Lease with MG-HIW, LLC, ("Original Lease") for the use of approximately 22,500 rentable square feet of office space located at Landmark Center One, 315 East Robinson Street in Orlando, Florida ("Original Premises"); and

WHEREAS, pursuant to the Prior Agreements, the parties developed the Disney Entrepreneur Center ("Center") on the Original Premises; and

WHEREAS, the Center provides educational training services to small business owners in Central Florida and beyond; and

WHEREAS, the Original Lease expired and the Board of County Commissioners executed a lease with PR Orlando Fashion Square LLC, dated August 31, 2010, for the use of 20,977 rentable square feet of office space for the Center which is located at 3201 East Colonial Drive in Orlando, Florida (the "Premises"); and

WHEREAS, the Prior Agreements have all expired and the Parties entered into a new Cosponsorship Agreement dated March 29, 2011, in order to continue operating the Center, as amended by that certain First Amendment dated December 15, 2015, and by that certain Second Amendment dated February 20, 2018 (collectively, the "New Cosponsorship Agreement"); and

WHEREAS, the Parties desire to amend and restate the New Cosponsorship Agreement in its entirety to make certain changes in connection therewith.

THEREFORE, in consideration of the premises and mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. *Purpose of this Restated Agreement.***

- A. Orange County, UCF, and DWS established, and agree to be the lead cosponsors ("Lead Cosponsors" to provide funding and support to maintain a "shared facility" (i.e., Center) to house a variety of resident and affiliate Service Provider Organizations ("Service Providers") as approved by the Executive Board of the Center. Said Service Providers shall be responsible for providing training, resources, and coaching to business clients. "Additional Cosponsors" may be approved by a majority vote of the Executive Board ("Executive Board"), and upon such approval, will execute an agreement setting the terms of cosponsorship, which terms shall be subject to the terms of this Agreement. Lead Cosponsors and Additional Cosponsors are collectively referred to as "Cosponsors."
- B. The Parties enter into this Restated Agreement having created a "shared facility" (i.e., Center) to house a variety of non-profit organizations offering comprehensive small business training, information, business events, and education activities for small businesses in the Central Florida area. The Parties have provided and intend to provide a shared location at the Center for resident organizations to provide training, information, resources, and education to small business concerns. The purpose of the "Shared Facility" approach is to create space suitable for sharing resources for expertise between multiple business support organizations, improve access to these resources for local entrepreneurs, and reduce duplication of services and/or expenses. The Parties intend that collaborative activities will occur continuously throughout the term of this Agreement among and between the Cosponsors and the resident Service Providers.
- C. The Parties, through the President of the Center, agree to attract professional service provider organizations to the Center to provide resources, training, and coaching activities on subject areas relevant to small business development, management, and growth.
- (1) Subject areas for such Service Provider programming may include, but not be limited to, marketing, computer topics, methods of financing, business insurance, recordkeeping and

taxes, cost accounting, selling skills, and government procurement principles. Example topics include: organizing and starting a small business; creating a business plan; presenting a business in print; designing a home office; financing a small business; creating financial statements; getting your business ready to apply for financing; creating a marketing plan; and marketing a business through networking.

- (2) The Parties agree that the Service Providers will provide training, education, coaching, and information under this Agreement through any mode that will transmit technical, managerial, and educational assistance to small business, including training classes and seminars, publications, on-site interactive computer programs and demonstrations, videos, audiotapes, advertorials, computer software, Internet webcasting, and satellite transmission.
- (3) The Center shall coordinate, enlist, and encourage Service Providers to provide timely and relevant delivery of business programming and events. The Center may, from time to time, offer educational programming, events, and/or services to serve the ongoing needs of the business community.
- (4) The Parties have developed and shall continue to participate in the Executive Board which consists of two representatives from each of the Lead Cosponsors, and one member from each "Additional Cosponsor" as the Parties may agree upon. The duties and responsibilities of the Executive Board shall be set forth in the Operations Manual.
- (5) The Center shall be governed by the Executive Board pursuant to the rules of governance attached hereto as Exhibit 1 and incorporated herein.

D. Except as amended by mutual written agreement of the Parties, this Restated Agreement is the final and complete agreement of the Parties. The Parties agree the recitals are true and correct and by this reference are incorporated and made a part of this Restated Agreement.

2. **Term.** The New Cosponsorship Agreement commenced on March 29, 2011. This Restated Agreement shall take effect as of the date first written above and terminate on June 30, 2026.

3. ***Allowable fees.*** Any fee charged to small business attendees at a Center sponsored event shall be a reasonable amount for the event or activity and such fees, when collected, will be expended ahead of other sources of funding for the particular event or activity. Any residual fees collected, if any, shall be applied to the operating budget of the Center.
4. ***Appropriate recognition.*** All Cosponsors will receive appropriate recognition for their cosponsorship of any Cosponsored Activity under this Agreement, and in all marketing materials developed, used, or distributed pursuant to this Agreement. The Center shall be referred to as the "National Entrepreneur Center" and will use the logo attached hereto as Exhibit 2 and incorporated herein, in all public pronouncements including, but not limited to, Cosponsored Activity materials. Except as set forth above, the Executive Board shall determine what constitutes appropriate recognition, in its reasonable discretion. At a minimum, such recognition shall include the display of each Cosponsor name and logo in materials provided to participants in Center activities, in accordance with the terms set forth in Exhibit 3, incorporated herein. Each Cosponsor retains the right to veto any proposed use of its name and/or logo. Cosponsors, Center donors, or Center presenters shall be prohibited from directly promoting any of their products or services in relation to activities under this Agreement. However, Cosponsors may place informational brochures at the Center if desired. Any subsequent name or logo change for the Center shall be subject to approval by the Executive Board.
5. ***Intellectual Property.*** Any material developed by the Parties solely in performance of activities of the Center and pursuant to this Agreement shall be in the public domain. However, each Party shall continue to own all intellectual property rights to any material it contributes (e.g. copyright and/or trademark material of a Cosponsor) to materials licensed or otherwise provided to the Center but not developed by such Party solely in performance of activities of the Center and pursuant to this Agreement. For the avoidance of doubt, with respect to the Trademark(s) identified Exhibit 3, all rights, title and interest in and to such Trademark(s) shall remain with the respective Party.

6. **Public officials.** Cosponsors who are public officials or candidates for public office will not include political comment as part of their participation in this Agreement or in any Cosponsored Activity under this Agreement.
7. **Requirements for printed materials.** All materials developed under this Agreement or in connection with any Cosponsorship Activity shall contain the following statements:
  - A. Nondiscrimination statement: "All programs and cosponsored programs are extended to the public on a nondiscriminatory basis."
  - B. Disabled access statement (applicable only if the event involves personal attendance): "Reasonable arrangements for persons with disabilities will be made, if requested at least two weeks in advance. Contact: telephone number (407) 424-4848 or at email address [info@nationalec.org](mailto:info@nationalec.org)."
8. **Responsibilities of the Parties to this Agreement.** The Parties agree that any specific Cosponsored Activities developed under this Agreement will be documented in a format determined by the Executive Board and communicated annually to Cosponsors.
  - A. The Parties agree that the Center and the affiliated Service Providers will offer, through the Center, a variety of ongoing activities designed for the various segments of the small business market, i.e., start-up to expanding businesses. Each Party may offer to provide experts for training in its area of specialty, and may provide staff, hire trainers, and/or assist in developing and presenting the curricula. Examples of training that may be offered by each Party, utilizing such specialized expertise and support, are:
    - (1) **Orange County** - The County may offer informational seminars on Doing Business in Orange County, including guidance on obtaining licensing, the various permitting processes for small businesses, zoning, etc. In addition, the County may join with other Cosponsors in seminars related to procurement and certification.
    - (2) **University of Central Florida Board of Trustees** - In furtherance of its education, research and service missions, UCF may offer programs utilizing its faculty and staff which include



training in marketing, accounting, finance, ethics and other courses relating to owning and operating a closely held business.

- (3) **Disney Worldwide Services, Inc.** – DWS may provide instructors, programming, or other associated support to assist in achieving the mission of the Center.

B. In addition, the County, at no cost to the Center or the other Parties, will:

- (1) Provide \$300,000.00 annually to the Center for lease payments for a five (5) year period. The first lease payment shall be made on or before May 1, 2011, and future payments made on or before December 1 of each subsequent County fiscal year that this Cosponsorship Agreement is in effect. Notwithstanding the foregoing, after the start of County's 2018 fiscal year, County shall provide \$300,000.00 annually to the Center for lease payments and operational support, commencing with the payment to be made by County to Center on or before December 1, 2017, and for future payments to be made on or before December 1 of each subsequent County fiscal year that this Agreement is in effect.
- (2) Enter into agreements ("Service Provider Agreements") with resident and affiliate Service Providers, and with any payments due from Service Providers under such Service Provider Agreements going to the benefit of the Center. Without limitation, such Service Provider Agreements shall: identify of the portion(s) of the Center that may be occupied by each Service Provider on an exclusive or non-exclusive basis; specify the fee(s), utilities, and cost reimbursements to be paid by each Service Provider to the Center or others; and set forth the duties and obligations of each Service Provider, including maintenance responsibilities and the services and training to be provided by each Service Provider.
- (3) Integrate, through the Economic, Trade & Tourism Development Office, the County's program resources and partners into the ongoing activities of the Center as appropriate. Such resources may include Orange County Contract Administration workshops. The Parties acknowledge that the County may assign to Enterprise Florida, Inc. and/or the Orlando Economic Partnership,

any of the County's obligations listed above.

- (4) Assist in identifying and attracting potential donors to the Center.
- (5) In consultation with the Parties, coordinate the scheduling and budgeting of any redesign and build-out of the Premises, including tenant improvements, furniture, fixtures, cabling and equipment and any other improvements or facilities necessary for occupancy of the Premises.
- (6) Designate a contact person to manage, coordinate, and oversee the above.
- (7) Participate as a member of the Executive Board.

C. In addition, in furtherance of UCF's teaching, research, and service missions:

- (1) UCF will pay to the general fund available to operate the Center a fee of \$75,959 payable on or before April 1, 2011, and on or before April 1 of every year thereafter.
- (2) UCF and UCFRF are authorized to receive funds and to enter into legal agreements on behalf of the Center for activities and funding related to the purpose of and not inconsistent with the terms of this Agreement.
- (3) UCF will also provide the services of UCFRF, as its representative, in accordance with Section 1004.28, Florida Statutes, as the fiscal agent of the Center to provide for the collection, administration and disbursement of funds provided by the Cosponsors of the Center, all as set forth in this Agreement, and to hold and administer intellectual property related to the purpose of this Agreement and not inconsistent with the terms of this Agreement. Any services performed by UCFRF shall be done in accordance with its designation as a Direct Support Organization of UCF and in support of UCF's teaching, research and service missions and shall be reimbursed as provided in Exhibit 4. Subject to the terms set forth in this Agreement, UCFRF shall act as fiscal agent and provide financial services for the Center.

D. UCFRF services as fiscal agent include, but are not limited to:

- (1) Accepting cash contributions from Cosponsors, other donations solicited by Cosponsors on behalf of the Center and fees collected from attendees of Cosponsored Activities

under this Agreement.

- (2) Performing all accounting and financial management (i.e. pay the Center's bills, etc.), including accounting for all donations solicited by Cosponsors, and Cosponsored Activity revenues and expenses according to Generally Accepted Accounting Procedures, and providing monthly financial reports to the Executive Board. All payments and recognition of revenue must be processed in compliance with UCFRF policies.
- (3) Performing all property accounting for furniture and equipment purchased by UCF on behalf of the Center. UCF will retain the title for such property so long as UCFRF acts as fiscal agent and will provide tags for purposes of identifying and inventorying such property. Upon withdrawal or involuntary termination of UCFRF as fiscal agent, transfer of such property will be made under procedures approved by the Executive Board, and to the extent permitted by law.
- (4) Collect all payments due from Service Providers, small business attendees, and other occupants of the Premises, whether due pursuant to Service Provider Agreements or otherwise.

E. UCFRF:

- (1) will establish and operate a ledger specific for the Center (separate from UCFRF's ledger) and for the use of each identified project ("Project"), designated account(s) (each, an "Account"; collectively, "Accounts") segregated on UCFRF's books.
- (2) will disburse funds from Accounts in the Center ledger in the following manner:
  - a. as instructed in writing on properly filled-out vouchers (Payment Request Form) accompanied by required documentation and as authorized by this Agreement.
  - b. disbursements will be restricted to the support and implementation of the Project only.
- (3) will maintain all financial records, according to generally accepted accounting principles, retain records as long as required by law and this Agreement, and make records available to auditors as required by law.

(4) will reflect all activities, to the extent required, on its state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Center to accomplish the purposes of the Center, as defined in this Agreement.

(5) Will provide financial reports to Center on a monthly basis. UCFRF and the Center will meet monthly to review and reconcile the prior month's financial reports. UCFRF and the Center shall work together to resolve any discrepancies and take any necessary corrective action(s) as appropriate.

F. The Center:

(1) shall be operated in a manner consistent with UCFRF's tax-exempt status and as described in this Agreement. No material changes in the purposes or activities of UCFRF as fiscal agent shall be made without prior written permission of UCFRF, nor shall the Center carry on activities or use funds in any way that jeopardizes UCFRF's tax-exempt status.

(2) shall not, and shall not permit anyone working on its behalf, to act or attempt to act on behalf of UCFRF for any matter, including to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

(3) will provide all information and prepare all financial reports, including interim and final reports, required by funding organizations and with UCFRF's assistance and final approval, as necessary.

(4) designates its President to act as its authorizing official. Delegation of authority is allowed, as specified by the Center President, and approved by the Executive Board. The authorizing official shall act as the principal coordinator of the Center's daily business with UCFRF and shall have the authority to sign disbursement requests.

- (5) will maintain all financial records, according to generally accepted accounting principles, provide documentation as needed by UCFRF including as to government tax returns and financial reports, retain records as long as required by law and this Agreement, and make records available to auditors as required by law.
- (6) will not use the name of UCFRF without advance approval, and in all applicable documents and communications, will not attempt to indicate any partnership or other corporate relationship, and will not represent that it has the authority nor attempt to legally bind UCFRF or UCF.

G. The Parties and UCFRF agree:

- (1) Fiscal agency services of UCFRF will be subject to annual review at the end of each fiscal year and will terminate if any of the following events occur:
  - (a) UCFRF requests the Center to cease activities that UCFRF deems might jeopardize its tax-exempt status and the Center fails to comply within a period of ten (10) days.
  - (b) the Center fails to perform or observe any other terms of the fiscal agency as set forth herein, and this failure remains unremedied fifteen (15) days after notice writing.
  - (c) upon expiration of twelve weeks after UCFRF has given written notice of its intent to terminate the fiscal agency services.
- (2) UCFRF shall have no liability or obligation as to taxes or other fees of the Center, even if arising in relation to matters administered by UCFRF hereunder.
- (3) UCFRF and the Parties shall bear no liability to or on behalf of the Center for the Center's financial wellness and/or continued business success, nor for administering tasks at the authorized request of the Center, even if such request of such tasks is subsequently discovered to have been fraudulent or negligent.
- (4) UCFRF is an instrumentality of UCF, and as such, UCFRF is provided with certain sovereign immunity rights, and nothing contained herein shall be construed or interpreted as denying to

any Party or UCFRF any remedy or defense available to such party under the laws of the State of Florida, the consent of the State of Florida or its agents or agencies to be sued, or a waiver of sovereign immunity of the State of Florida or its agents or agencies beyond the waiver provided in and the cap set forth in Section 768.28, Florida Statutes.

- (5) UCF shall also provide when necessary the services of the University of Central Florida Foundation, Incorporated ("UCFF") to collect, receipt and make available to the UCFRF, as fiscal agent, all charitable donations to the NEC. Any services performed by UCFF shall be done in accordance with its designation as a Direct Support Organization of UCF and in support of UCF's teaching, research and service missions and shall be reimbursed.
- (6) Subject to the availability of funds from the Center general fund, as directed by the Executive Board, and expressly with no obligation to advance funding or otherwise be financially responsible should the general fund not possess adequate funds, UCF will:
  - (a) Be responsible for the salary and benefits of the President of the Center hired by the Executive Board of the Center payable from the Center general fund.
  - (b) Hire a contractor or supply a UCF employee for the Center, with the Executive Board's approval, to act as the Vice President of the Center with salary and benefits payable from the Center general fund.
  - (c) Hire a contractor or supply a UCF employee for the Center, with the Executive Board's approval, to receive and direct walk-in clients (i.e., a receptionist). Such contractor or employee will report to the President of the Center or a designated employee of UCF and UCF will be responsible for the salary and benefits of this employee which will be payable from the Center general fund.
  - (d) Hire a contractor or supply a UCF employee for the Center, with the Executive Board's approval, to connect clients and walk in visitors with Service Providers, schedule facility events and work on ongoing projects to facilitate and promote small business development.

(i.e., a client coordinator). UCF will be responsible for the salary and benefits of this employee payable from the Center general fund.

(7) UCF will provide financial administration services for the Center. The Parties acknowledge that UCF may hire, with the Center Executive Board's approval, a professional property manager or other entity to provide certain services. UCF will assess fees as approved by the Executive Board as compensation for administrative services to the Center:

(a) For performing services as the fiscal agent for the Center as outlined in this Agreement, UCFRF shall be paid in the manner set forth in Exhibit 4.

(b) UCF shall, within ninety (90) days of the end of the Center's fiscal year, provide the Executive Board an accounting of all costs incurred by it during the previous fiscal year.

(c) Subject to the provisions of Article 17 below, retain any other income received on behalf of the Center by the end of the term and use such funds for operations of the Center or for future Cosponsored Activities as directed by the Executive Board.

(8) UCF will provide the Center access to the Regional Small Business Development Center (SBDC) support services through funding of the SBDC and Business Incubation programs and if possible, locating it within the "shared facility" of the Center.

(9) UCF will utilize the UCF's educational training programs and other resources to support and assist in the Cosponsored Activities of the Center. Such programs and resources may include faculty and graduate students in UCF's School of Business Administration and other relevant professional programs who could be instructors for particular training topics. Graduate and undergraduate students may also be interns in the Center, working with small business concerns receiving assistance and training in the Center.

(10) UCF will assist in identifying and securing potential donors to the Center.

(11) UCF will participate as a member of the Executive Board.

(12) UCF will hold and administer intellectual property related to the Center, subject to Article 5,

and including, but not limited to:

(a) Owning trademark(s) related to the purpose of this Agreement, specifically including that Center logo set forth in Exhibit 2, and specifically excluding the licensed Trademarks of DWS and the County as set forth in Exhibit 3.

(b) Being responsible for governmental fees for registration and maintenance of such trademark(s), payable from the Center general fund as directed by the Executive Board.

(c) Using and licensing use of such trademarks solely in relationship to the Center, and if and to the extent that any royalty or other proceed is derived therefrom, redirecting same to the Center general fund for use as directed by the Executive Board.

(d) Exercising control over the nature and quality of the services rendered under the trademark(s), and developing guidelines for use, according to applicable legal standards and best practices for protecting continued exclusive rights.

(e) Causing UCFRF, as UCF's designee pursuant to Article 8, subparagraph (C)(3), to retain title for such intellectual property so long as it continues to be empowered to act pursuant to this Article 8, subparagraph (G)(12). Upon withdrawal or involuntary termination of UCF as the holder and administrator of intellectual property related to the Center, transfer of such intellectual property, specifically all good will associated therewith, will be made under procedures approved by the Executive Board.

H. In addition, DWS, at no cost to the Center or the other Parties, will:

- (1) Provide Sixty Thousand Dollars (\$60,000.00) in funding per year to the Center during the term of this Agreement, as may be extended. The first payment was made on or before May 1, 2011 and future payments shall be made on or before December 1 of each subsequent County fiscal year that this Agreement is in effect.
- (2) Assist with any creative design, architecture, and/or interior finishing's where possible.
- (3) Participate as a member of the Executive Board.



(4) Assist in identifying and securing additional sponsors for the Center.

9. **Insurance.** The Center shall procure and maintain a general liability policy with a combined single limit, each occurrence and general aggregate of at least two million dollars (\$2,000,000). Such insurance shall name as "named insured's" the Center and each Lead Cosponsor and their respective parents, subsidiaries, and related and affiliated entities, including, without limitation, UCF, UCFRF, County, and Walt Disney Parks and Resorts U.S., Inc.

10. **Amendments.** This Agreement can only be amended in writing. Any such amendment must be agreed to by all Parties to this Agreement.

11. **Termination.**

A. The term of this Agreement shall terminate on June 30, 2026. However, any Party may terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties. Such termination will not require changes to materials already produced in connection with Cosponsored Activities under this Agreement, and will not entitle the terminating Party to a return of funds or property contributed, unless otherwise provided in this Agreement. If the terminating Party desires to have its name removed from all Center materials, then the terminating Party must pay for the reprinting of those Center materials. If the terminating Party does not desire to have its name removed from all Center materials, then such materials will be used until exhausted. Upon the termination of any Party's participation, the other Parties may elect not to terminate this Agreement and continue to perform their obligations toward each other under the terms and conditions of this Agreement, absent the participation of the terminating Party.

***In addition to the termination provisions under item 11(A), the Executive Board and UCF each reserve the right to cancel UCFRF's responsibilities to serve as fiscal agent for the Center and its concomitant right to receive fees.***

12. **Website.**

A. In any website created for the Center, "plug-ins" will be limited to those which are approved by the

Center Executive Board, and the privacy policy and the terms of use for any website may be reviewed by any Party, upon request, and thereafter, upon any amendment thereto.

- B. The Parties agree that any advertisement or commercial promotions of any kind displayed on the Center website or created for the co-sponsorship must be approved in advance by the Center Executive Board in their sole and absolute discretion. The following disclaimer will appear on the website: "This online course and accompanying web pages contain hypertext links to information and websites created and maintained by other public and private organizations and companies. This information and these links are not owned or sponsored by either Orange County, Disney Worldwide Services, Inc., or the University of Central Florida Board of Trustees and are provided for the user's convenience. The parties are not responsible for the content, accuracy, relevance, timeliness or completeness of any websites or information that may be accessed from this site. Furthermore, the inclusion of such links does not constitute or imply an endorsement by either Orange County, Disney Worldwide Services, Inc., or the University of Central Florida Board of Trustees. Please use caution and use your best judgment when considering a product or service offered by a linked website."

**13. *Party contacts.***

- A. Orange County's contact person for purposes of this Agreement is John Lewis. His telephone number is (407) 836-4141 and e-mail address is [Eric.Ushkowitz@ocfl.net](mailto:Eric.Ushkowitz@ocfl.net)
- B. University of Central Florida Board of Trustees's contact person for purposes of this Agreement is Maritza Martinez-Guerrero. Her telephone number is 407-235-3935, and e-mail address is [Maritza.Martinez@ucf.edu](mailto:Maritza.Martinez@ucf.edu)
- C. Disney Worldwide Services, Inc.'s contact person for purposes of this Agreement is Adam Babington. His telephone number is (407) 828-1360 and e-mail address is [adam.e.babington@disney.com](mailto:adam.e.babington@disney.com).

**14. *Partnership disclaimer.*** The Parties hereby acknowledge that it is not their intention to create between

themselves a partnership, joint venture or fiduciary, agency or employment relationship for the purposes of this Agreement. Accordingly, and notwithstanding any expressions or provisions contained herein or in any other document, nothing in this Agreement or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture or fiduciary, agency or employment relationship of any kind or nature whatsoever between the Parties hereto.

15. **Liability disclaimer.** EXCEPT WITH RESPECT TO DAMAGES ARISING FROM OR RELATED TO A PARTY'S FAILURE TO COMPLY WITH APPLICABLE LAW, FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE FOR WHICH A PARTY IS FOUND LIABLE: NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **No third-party beneficiaries.** Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the Parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.
17. **Dissolution.** In the event the Center ceases its operations, the Lead Cosponsors agree that all Center residual funds, if any, existing after the Center's dissolution will be directed to a tax-exempt, not-profit organization to be selected by the Executive Board to the extent permitted by law, or as may be prohibited in accordance with a contract or grant agreement. Such residual funds will be used solely to provide training, education, and information to small businesses in Florida.
18. **Promotion.** The Parties shall acquire no right under this Agreement to use, and shall not use, the name "Disney Worldwide Services, Inc." or the names "Disney," "ABC" or "ESPN" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, trademarks, trade names or copyrighted works of The Walt Disney Company or any of its related, affiliated, or

subsidiary companies, nor the name University of Central Florida or any fanciful characters, designs, trademarks, trade names or copyrighted works of UCF or any of its affiliated entities: (a) in any of its advertising, publicity, or promotion; (b) to express or imply any endorsement by Disney or UCF, respectively; or (c) in any other manner whatsoever (whether or not similar to uses prohibited by subparagraphs (a) and (b) above).

19. ***Jurisdiction and Venue.*** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida. Venue for any action to construe or enforce the terms of this Agreement shall be in Orange County, Florida.
20. ***Prior Agreements.*** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements, or understandings, whether oral or written.
21. ***Amendments.*** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.
22. ***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.
23. ***Severability.*** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

24. **Signature authority.** Each of the persons executing this Agreement represents and warrants to each Party that he or she has the authority to execute and enter into this Agreement for and on behalf of the Party for which he or she is executing this Agreement.

25. **Public Records.** Pursuant to §119.0701, Florida Statutes, UCF and DWS must:

- A. Keep and maintain public records required to meet any and all obligations agreed to herein.
- B. Upon request from the County, provide the County 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 County's established costs and fees.
- C. 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 this Agreement's term and following completion of the contract if UCF and/or DWS does not transfer the records to the County.
- D. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of UCF and/or DWS or keep and maintain public records required by UCF and/or DWS to meet any and all obligations agreed to herein.
- E. If UCF and/or DWS transfer all public records to the County upon completion of this Agreement, UCF and/or DWS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UCF and/or DWS keep and maintain public records upon completion of this Agreement, UCF and/or DWS shall meet all applicable requirements for retaining public records.
- F. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

**IF UCF OR DWS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MANAGER OF THE REAL ESTATE MANAGEMENT DIVISION AT 400**

EAST SOUTH STREET, 5TH FLOOR, ORLANDO, FLORIDA, 32801, (407)  
836-7070.

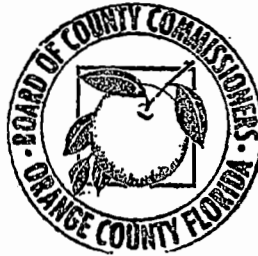
SIGNATURES FOLLOW

Executed by:

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

By: *Phil Diamond*  
Deputy Clerk

Date: October 12, 2021



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings, Mayor

Date: 10/12/21

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

By: *Bill Carty*

Date: 9-21-21

DISNEY WORLDWIDE SERVICES, INC.

By: *AE Lohr*

Date: 8-16-21

And for the limited purposes set forth in Article 8, subparagraphs (C), (D), (E) and (G), hereof,  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

By: Kim Smith  
Kim Smith, COO

Date: 8/23/2021

**Exhibit 1:**

# RULES OF GOVERNANCE

---

## **1. GENERAL**

**1.1 Identity.** These are the Rules of Governance for the National Entrepreneur Center ("Center"). The Center has been organized for the purpose of providing educational training services to small businesses in Central Florida and beyond.

**1.2 Principal Office.** The principal office of the Center will be located at 3201 East Colonial Drive in Orlando, Florida.

**1.3 Fiscal Year.** The fiscal year of the Center shall be from July 1st through June 30th of each calendar year.

**1.4 Inspection of Books and Records.** The records of the Center shall be open to inspection by any Executive Board member, upon request, during normal business hours or under other reasonable circumstances. The records of the Center shall include current copies of any rules and/or regulations of the Center, any contracts entered into by the Center, and the books, records, and financial statements of the Center.

## **2. EXECUTIVE BOARD**

**2.1 Responsibilities.** Executive Board members shall:

- (i) Participate in creating long-range planning and provides oversight for the Center, ensuring compliance with the mission of the Center of training, outreach, and community involvement;
- (ii) Monitor Center performance metrics;
- (iii) Make policy decisions regarding Center operations and direction;
- (iv) Approve annual Center budget;
- (v) Establish Center occupancy fees paid by service providers and sponsors having an on-site presence in the Center office space;
- (vi) Retain such persons that are necessary to manage the business and affairs of the Center;
- (vii) Approve additional Center sponsors and service providers to the Center;
- (viii) Approve removal of sponsors or service providers from the Center;
- (ix) Suggest and approve all changes to the Center Operating Procedures Manual;



- (x) Assist President in locating and acquiring new sponsors of the Center;
- (xi) Assist and support Center staff;

**2.2 Members.** Executive Board membership shall consist of two (2) representatives from each Lead Cosponsor. Each representative shall have one (1) vote. In addition, the Executive Board shall consist of representatives from Additional Cosponsors. Such representatives shall be subject to approval by the Executive Board and shall have one (1) vote. Executive Board members will serve the earlier of a) one (1)-year calendar term or b) the Executive Board member's sponsor no longer being a Center Sponsor.

**2.3 Duties.** Each Executive Board member shall be encouraged to perform the following duties:

- (i) Attend a minimum of four (4) out of six (6) scheduled meetings during each calendar year.
- (ii) Serve on one (1) or more standing committees.
- (iii) Recommend others who can serve on the Executive Board by sponsoring the Center.
- (iv) Identify opportunities to further the mission and goals of the Center.
- (v) Interact with Center staff.

**2.4 Officers.** Officers of the Executive Board shall be comprised of the Chairman and Vice Chairman.

**2.4.1 Chairman.** The Chairman shall:

- (i) Appoint standing committee chairpersons and committee members.
- (ii) Preside at all regularly scheduled meetings of the Executive Board and convene special meetings of the Executive Board as necessary.
- (iii) Ensure that all Executive Board policies are carried out.
- (iv) Act as official spokesperson for the Executive Board.
- (v) Ensure that annual written goals are adopted by the Executive Board.
- (vi) Consult with the chairpersons or standing committees on progress toward attaining Executive Board goals and initiate action as required.
- (vii) Perform other duties of the office and duties as assigned by the Executive Board.
- (viii) Maintain communication with the Center staff and meet with them on an as-needed basis to assure continuity of planning and implementation.

**2.4.2 Vice Chairman.** The Vice Chairman shall:

- (i) Perform the duties and exercise the powers of the Chairman in his or her absence.
- (ii) Perform such other duties as assigned by the Chairman and by the Executive Board.
- (iii) Assist the Chairman in planning Executive Board meetings.
- (iv) Serve as Chairman for the unexpired term of office upon the resignation of the current Chairman.
- (v) Develop strategies for Executive Board member recruitment and retention.
- (vi) Assume the position of Chairman at the conclusion of the current Chairman's term.

**2.5 Regular Meetings.** Executive Board meetings shall be held six (6) times a year.

**2.6 Special Meetings.** Special meetings of the Executive Board may be called by the Chairman.

**2.7 Board Action Without a Meeting.** Any action required to be taken at a meeting of the members of the Executive Board, or any action which may be taken at a meeting of the members of the Executive Board, may be taken without a meeting if a consent in writing setting forth the action so to be taken is

signed by all members of the Executive Board and is filed in the minutes of the proceedings of the Executive Board. Such consent shall have the same effect as a unanimous vote any action taken by an Executive Board member may be done in person, by telephone or by email.

**2.8 Notice of Meetings.** Notice of meetings of the Executive Board shall be given by the Secretary, or by any other officer or member of the Executive Board, stating the day, location, and time of the meeting. Notice of such meeting shall be delivered to each member of the Executive Board either personally or by telephone or facsimile transmission, at least twenty- four (24) hours before the time at which such meeting is to be held, or by first-class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the Executive Board need not be given to any member of the Executive Board who signs a waiver of notice either before or after the meeting. Attendance of a member of the Executive Board at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a member of the Executive Board states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in any notice or waiver of notice of such meeting.

**2.9 Voting and Quorum.** Each Executive Board member shall be entitled to one (1) vote at all meetings of members when a quorum (50% + 1 of voting members) is present. There will be no proxy or absentee ballots.

**2.10 Minutes of Meetings.** The minutes of all meetings of the Executive Board shall be kept in a book available for inspection by the members of the Executive Board.

**2.11 Vacancies/Removal/Resignations.** Executive Board vacancies which occur for whatever cause or reason, shall be filled by appointment from the respective Sponsor organization. The members so selected shall serve for the unexpired terms of the members so replaced. The new members may be introduced at any regular meeting of the Executive Board and they shall serve until the conclusion of the unexpired term at which time the new member shall be eligible for appointment.

**2.12 Committees.** The Executive Board may, by resolution, appoint committees. Any committee may exercise such powers, duties, and functions as may be determined by the Executive Board which may include any powers which may be exercised by the Executive Board.

**2.12.1 Appointments.** The committee members will be appointed by the Chair of each standing and ad hoc committee. The committee members need not be members of the Executive Board.

**2.13 Board Code of Ethics.** The Executive Board serves the Center as an exclusive Center. Executive Board members must be loyal to the purpose of the Center and must understand and respect the basic operational procedures. They should not attempt to act in their individual capacities or in their capacities as Board Members of their organizations. All actions should be taken as an Executive Board, committee or subcommittee, or otherwise in conformance with the policies and procedures of applicable resolutions. Executive Board members special areas of interest should be advanced only within the framework of the Centers interest as a whole.

**2.14 Conflict of Interest.** An Executive Board member should conduct all of his or her activities, including those relating to persons or businesses with whom the Executive Board member is closely associated, in such a way that no conflict will arise between the other interests and the policies, operations or interests of the Executive Board and the Center. The appearance of such conflict should also be avoided.

Whenever a matter arises for action by the Executive Board, or the Executive Board engages in an activity where there is a possible conflict or the appearance of a conflict between the interests of the Executive Board member and the Center and an outside or personal interest of a member or that of a persons close to him or her, the outside interest of the Executive Board member should be made a matter of record. If the Executive Board member is present when a vote is taken in connection with such a question, the Executive Board member should abstain and not be present when a vote is taken. In some circumstances, the Executive Board member should avoid discussing any planned actions, formally or informally, where there might appear to be personal benefit. If a case arises in which neither disclosure or abstention appears to be sufficient, the only appropriate solution may be resignation.

Executive Board members should not associate the Center with any personal political activities. In addition, Executive Board members are prohibited from using the Center's name in connection with any political activity.

When Executive Board members seek staff assistance for personal needs, they should not expect that such help will be rendered to an extent greater than that available to a member of the general public in similar circumstances or with similar needs.

### **3. AMENDMENTS.**

A resolution to amend these Rules of Governance may be proposed by any Executive Board member at any regular meeting of the Executive Board or at any special meeting called for that purpose, and such amendments shall be adopted by a two-thirds vote of the Executive Board members then present and voting. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

### **4. MISCELLANEOUS.**

**4.1 Tenses and Genders.** The use of any gender or of any tense in these guidelines shall refer to all genders or to all tenses, wherever the context so requires.

**4.2 Partial Invalidity.** Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

**4.3 Conflicts.** In the event of any conflict, any applicable Florida Statute, this First Amended and Restated Cosponsorship Agreement, and the rules and regulations of the Center, if any, shall govern, in that order.

**4.4 Captions.** Captions are inserted herein only as a matter of convenience and for reference and in no way are intended to and shall define, limit or describe the scope of these guidelines or the intent of any provisions hereof.

**Exhibit 3:**

**NON-EXCLUSIVE, LIMITED TRADEMARK LICENSE**

This Exhibit 3 to the First Amended and Restated Cosponsorship Agreement for the National Entrepreneur Center (the "Agreement") is incorporated into the Agreement. Pursuant to Article 4 of the Agreement, the Center Cosponsors will receive appropriate recognition in all marketing materials developed, used, or distributed by/at the Center, which at a minimum shall include the display of each Cosponsor's name and logo in materials provided to participants in Center activities. Accordingly, this non-exclusive, limited trademark license provides the necessary rights from each Cosponsor and related obligations for such use.

**1. GRANT OF PERMISSION.**

Each Party, as a Cosponsor, grants to the other Parties a non-exclusive, limited license to use its respective trademark(s) shown on the attached Appendix A ("Trademark(s)") solely for use in recognition for their cosponsorship of the Center, including display on the Center website and in all marketing materials developed, used, or distributed by/at the Center (hereinafter "Purpose"). The license granted herein prohibits sub-licensing of any kind, except to the sole extent of granting a Service Provider permission to place the Trademarks on materials developed, used, or distributed by/at the Center, solely for the purpose of recognition of the Cosponsors and their support of the Center, and any such permission shall be subject to the terms of this non-exclusive, limited trademark license. No Party shall use any other trademarks and/or other intellectual property of any other Party other than the Trademark(s) set forth on Appendix A and such use shall be restricted to the Purpose noted above. Each Party's use of the Trademark(s) licensed hereunder shall, at all times, comply with the provisions of this Agreement. Any other use by a Party of the Trademark(s) set forth on Appendix A or of any other trademark(s) is expressly prohibited.

**2. OWNERSHIP.**

Each Party acknowledges and agrees that each other Party is the sole and exclusive owner of all proprietary rights, title and interest in and to such other Party's respective trademarks, including in and to the Trademark(s), as well as any derivatives thereof, and each Party expressly reserves all rights relating to such Party's respective trademarks.

**3. QUALITY CONTROL AND GOOD WILL.**

- (A) The manner and style in which the Trademark(s) licensed hereunder are used by each Party and the quality of the services provided by the Center shall be of high and consistent quality, and shall remain consistent throughout the term of the Agreement and any extensions thereof. Any Party may request samples of materials demonstrating the recognition of the Cosponsors, and same shall be promptly provided by the Center. In the event that the above-stated quality standards are not maintained, each Party has the right to require that use of such Party's Trademark(s) licensed hereunder cease immediately and this license shall automatically terminate at that time. No Party may, and the Center shall not and shall ensure that the Service Providers do not, imply in any way that any of the Cosponsors endorse any product or service or materials.
- (B) Each Party agrees that use of each other Party's Trademark(s) inures to the benefit of the owning Party, and the other Parties and the Center shall not acquire any rights in the Trademark(s).
- (C) Each Party acknowledges and agrees that all goodwill accrued by the Center's use of the

Trademark(s) passes to the benefit of owning Party. Each Party agrees not to take any action that would be detrimental to the goodwill associated with any other Party's Trademark(s). Each Party acknowledges each other Party's exclusive right, title, and interest in and to their owned Trademark(s) and each Party agrees not to represent any ownership in the Trademark(s) of any other Party or in any registration thereof. Each Party therefore agrees that, except for the rights granted herein, each Party has no interest in or ownership of the Trademark(s) of any other Party and further agrees not to register or to attempt to register, in any jurisdiction, any of any other Party's Trademark(s).

#### **4. NO WARRANTY.**

The Parties shall not have any liability arising out of the use of their respective Trademark(s) by or for the Center.

#### **5. RELATIONSHIP OF PARTIES.**

Nothing herein shall give any Party any right, title, or interest in the Trademark(s) of any other Party licensed hereunder and/or in any other trademarks and/or other intellectual property of any other Party, except for the limited, non-exclusive right to use the Trademark(s) set forth on Appendix A, subject to the terms of this Agreement. Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint venturers, or agents, and no Party nor the acts of or by the Center shall have power to obligate or bind any other Party in any manner whatsoever, and the Parties do not in any way represent themselves as a guarantor of the quality of any product or service produced or provided by the Center.

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Non-exclusive, Limited Trademark License Appendix A

University of Central Florida logo:



Orange County logo:

Disney logo:



#### **Exhibit 4**

##### **University of Central Florida Research Foundation, Inc. Budget Narrative for National Entrepreneur Center**

The University of Central Florida Research Foundation, Inc. (UCFRF), in its role as fiscal agent for the National Entrepreneur Center (Center) will be reimbursed annually (based on UCF's July 1 – June 30 fiscal year) by the Center for all of its direct costs incurred in performing its duties hereunder. Those annual costs are anticipated to include, but shall not be limited to the following:

• .15 FTE Accounting (or third party fees)	12,050
• .05 FTE Asst. Director of Accounting (supervisor)	5,200
• .1 FTE Administrative Expense	5,000
• General Ledger Annual Software Payment	<u>750</u>
	\$23,000