**CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into as of , 20 , by FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit ("UNIVERSITY"), having an address of 150 West University Boulevard, Melbourne, Florida 32901 and ("FACULTY/ADJUNCT FACULTY"), having an address of , e-mail address of , and phone number of , and is as follows:

# BACKGROUND

UNIVERSITY desires the services of FACULTY/ADJUNCT FACULTY regarding the preparation of the UNIVERSITY online teaching COURSE titled (the "COURSE"), and FACULTY/ADJUNCT FACULTY desires to perform such services as a work made for hire under contract to UNIVERSITY;

UNIVERSITY and FACULTY/ADJUNCT FACULTY desire to enter into an agreement which provides for production and preparation of the COURSE by FACULTY/ADJUNCT FACULTY;

FACULTY/ADJUNCT FACULTY will collaborate with UNIVERSITY’ Instructional Technology group to create the COURSE. This will include the use of a digital studio as UNIVERSITY determines the need for development and recording purposes, in connection with the preparation and production of the COURSE;

UNIVERSITY and FACULTY/ADJUNCT FACULTY agree as follows:

# Subject Matter

* 1. **Audio/Video Presentation**
     1. The FACULTY/ADJUNCT FACULTY will select the book(s) and learning materials to be used in the development of the COURSE. The selection will be made and communicated to the UNIVERSITY no later than 7 weeks prior to the scheduled shoot date of \_\_\_\_\_\_, 20\_\_\_\_.
     2. FACULTY/ADJUNCT FACULTY will write and present at least nine modules/lectures for the COURSE. The modules/lectures will accurately present the learning objectives for each week and the overall course objectives. The material FACULTY/ADJUNCT FACULTY will develop will include a presentations of no more than 10 minutes for each of the lectures. FACULTY/ADJUNCT FACULTY will submit content to UNIVERSITY’s applicable Academic Chair for final review and approval two weeks prior to the scheduled shoot date. After approval, FACULTY/ADJUNCT FACULTY will then record the COURSE at facilities designated by the UNIVERSITY.
     3. FACULTY/ADJUNCT FACULTY will deliver the following materials: FACULTY/ADJUNCT FACULTY will provide UNIVERSITY with an electronic file prepared in Microsoft PowerPoint (using a version compatible with the version used by UNIVERSITY) that contains all FACULTY/ADJUNCT FACULTY prepared slides that support student learning outcomes for the course, tests, final course syllabus, and any additional materials required for the course. There is no minimum or maximum number of slides required; however, FACULTY/ADJUNCT FACULTY will prepare and deliver sufficient slides to address each student learning objective in each of the course weeks. Final electronic versions of these are due to UNIVERSITY no later than 2 weeks prior to the shoot date for approval.

# Textual Materials

* + 1. FACULTY/ADJUNCT FACULTY will develop the textual material of the COURSE in cooperation with UNIVERSITY staff, consisting of material that applies to each individual week of a course term, including syllabi, assignments, exams/test banks, and rubrics as necessary.
    2. The completed textual material must be written in Microsoft Word (using a version compatible with the version used by UNIVERSITY) and e-mailed or delivered to UNIVERSITY one week prior to the date of the shoot.

# Syllabus

* + 1. FACULTY/ADJUNCT FACULTY will develop a student syllabus for the COURSE. The COURSE syllabus must meet the requirements of the UNIVERSITY’s [Syllabi Policy](https://www.fit.edu/policies/academic/policies/syllabi-policy/). Preliminary electronic versions of the following are due to the Academic COURSE Chair six (6) weeks prior to the date of the shoot:
       1. Course objectives, weekly/module outcome
       2. Lessons/assignments sequenced to the eight-week course
    2. Final electronic versions of the following are due no later than the date of the shoot.
       1. Tests and exams developed with a 3 to 1 ratio for randomization
       2. Final syllabus to include:
          1. Course objectives, weekly/module outcomes
          2. Explanation of course grading standards
          3. Lessons/assignments sequenced to the eight-week course schedule

# Course Launch Review

A complete final review of all course materials, video production, interactive learning objects and all other artifacts, deliverables, or aspects of the final course will be performed by FACULTY/ADJUNCT FACULTY as part of the established compensation. This review will happen within one month of the “go live” date, subject to change by agreement of UNIVERSITY. It is the expectation of UNIVERSITY that FACULTY/ADJUNCT FACULTY will complete all necessary reviews for COURSE to be finalized for use by UNIVERSITY. FACULTY/ADJUNCT FACULTY should provide a period of availability for correspondence by email with UNIVERSITY representatives during this one-month period. Changes to the material during this review period that are beyond the scope of the original course plan are subject to a final decision by both UNIVERSITY representatives and the academic chair with regards to the given timeframe. Both UNIVERSITY and the academic unit at UNIVERSITY must be part of all correspondence during the review cycle.

# Reporting

FACULTY/ADJUNCT FACULTY will report to at UNIVERSITY and to learning experience designer in Florida Tech’s Academic Technologies Group. FACULTY/ADJUNCT FACULTY will participate in regular (at least bi-weekly) communication via teleconference and e-mail with the UNIVERSITY and instructional designers regarding progress in the development of the COURSE.

# Compensation

UNIVERSITY will compensate FACULTY/ADJUNCT FACULTY, as a faculty or adjunct faculty member working for hire, the sum of ($ 000.00 ) for the services under this Agreement. The above payment is a total sum to be paid for completing the entire task of developing COURSE including the course launch review prior to the first offering of COURSE. Payments will be bi-weekly and will be made through direct deposit. Statutory deductions will be withheld by UNIVERSITY.

In addition, FACULTY/ADJUNCT FACULTY will be reimbursed for pre-approved and reasonable out-of- pocket expenses for travel. FACULTY/ADJUNCT FACULTY will consult with their designated supervisor (section 3) for allowable expenses, per diem rates, and mileage rate. FACULTY/ADJUNCT FACULTY will provide UNIVERSITY with a travel expense report, and original receipts for authorized travel, for travel expenses associated with the video production of the COURSE. If a travel expense report is not submitted within 10 business days of travel expenses are null and expenses incurred will not be reimbursed. The parties will attempt to settle all reimbursable expenses associated with this Agreement within 10 business days after receipt of all deliverables set forth above from FACULTY/ADJUNCT FACULTY, including the travel expense report provided for above.

The following forms must be received by Human Resources no later than four weeks prior to the start date: Form I-9, Employment Eligibility Verification; W-4, Employee’s Withholding Allowance Certificate; and, if appropriate, FACULTY/ADJUNCT FACULTY state’s withholding form.

In order to comply with the Patient Protection and Affordable Care Act Employer Shared Responsibility Definition of Hours Worked, the UNIVERSITY requires that an Adjunct under this contract cannot work more than 25 hours per week on the project. If additional hours are required, the ADJUNCT must obtain approval from their Academic Course Chair. The Adjunct will be considered a part-time, non-benefits eligible employee.

FACULTY/ADJUNCT FACULTY may not accept appointments that would result in their teaching or developing more than 3 classes total per 16-week semester (Spring, Summer, Fall). Assignments for all UNIVERSITY areas, departments and course modalities are to be included in the maximum allowed number of classes. Failure to comply with this limit may result in the loss of any future offers of adjunct faculty appointments.

# Term and Termination

The term of this AGREEMENT will be days from and after the date of this Agreement. If it becomes necessary to increase the term to allow for the completion of the COURSE, the parties may mutually agree to extend the term. UNIVERSITY may terminate the use of FACULTY/ADJUNCT FACULTY'S services at any time without cause. In the event UNIVERSITY terminates early without cause, UNIVERSITY will only pay on a pro-rata basis for services provided through the date of termination. In the event UNIVERSITY terminates this AGREEMENT on the basis of a material breach by FACULTY/ADJUNCT FACULTY, UNIVERSITY will not be responsible to pay for any services. The provisions of sections 5 through 16 in the AGREEMENT will survive any termination of this AGREEMENT. This offer of employment is contingent upon completion of a satisfactory background check per Policy 8.2 (Background Checks) and is coordinated by the Office of Human Resources. FACULTY/ADJUNCT FACULTY will receive an email invite to complete the Florida Institute of Technology Pre-Employment Background Check Authorization.

# Time

Time is of the essence, and a failure of performance by either party within the date specified will be a material breach of this AGREEMENT.

# Copyright

**FACULTY/ADJUNCT FACULTY, in the performance of the terms of this AGREEMENT, will draw upon an independent and pre-existing body of knowledge, experience and materials to which FACULTY/ADJUNCT FACULTY will retain all personal intellectual property rights.**

If any materials prepared by FACULTY/ADJUNCT FACULTY in the performance of services under this AGREEMENT include material subject to copyright protection, such materials have been specially commissioned by UNIVERSITY and they will be deemed "work for hire" under U.S. copyright law. If any such materials do not qualify as "work for hire" under applicable law, and include material subject to copyright, patent, trade secret, or other proprietary rights protection, FACULTY/ADJUNCT FACULTY irrevocably and exclusively assigns to UNIVERSITY, its successors and assigns, in perpetuity and worldwide, all rights, titles, and interests in and to all such materials. The materials described in the two preceding sentences are referred to as the “Proprietary Materials.” This Agreement gives UNIVERSITY the exclusive right to display, distribute, reproduce or authorize reproduction of the Proprietary Materials for all purposes, and to make derivative works, in any medium now known or later created. Any copyright notices on the Proprietary Materials or reproductions thereof will be in the name of UNIVERSITY.

All documents, magnetically or optically encoded media, and other tangible materials created by FACULTY/ADJUNCT FACULTY as part of its services under this Agreement will be owned by UNIVERSITY. Further, FACULTY/ADJUNCT FACULTY grants to UNIVERSITY, for so long as UNIVERSITY in its sole discretion shall offer the COURSE, a license to use FACULTY/ADJUNCT FACULTY'S name, likeness, and approved professional biography for the purposes of identifying FACULTY/ADJUNCT FACULTY as a contributor to the COURSE.

FACULTY/ADJUNCT FACULTY will not make any use or reproduction of the Proprietary Material, except as permitted by UNIVERSITY in writing. FACULTY/ADJUNCT FACULTY will have the right to incorporate information contained in the Proprietary Materials in lectures and accompanying teaching materials delivered by FACULTY/ADJUNCT FACULTY, whether for UNIVERSITY or elsewhere.

If FACULTY/ADJUNCT FACULTY intends to use any materials in the development of the COURSE that are not personally developed by FACULTY/ADJUNCT FACULTY, or to which FACULTY/ADJUNCT FACULTY does not have a valid, unlimited and fully assignable copyright, FACULTY/ADJUNCT FACULTY will notify UNIVERSITY prior to such use and will work with UNIVERSITY to secure all necessary rights or waivers in order to use such materials. If there is a licensing fee to secure the rights to any use of third-party materials, UNIVERSITY retains the right to decide as to whether to pay the third-party licensing fee or elect not to use the materials. UNIVERSITY will have the final decision on whether the use of any third-party materials is an appropriate educational "fair use" as that term is legally defined.

# Company Private Information

FACULTY/ADJUNCT FACULTY agrees that UNIVERSITY and their course development partner have certain Company Private Information that constitutes a valuable, special, and unique asset. The term "Company Private" includes all information and materials belonging to, used by, or in the possession of UNIVERSITY or course development partner relating to its or their products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character.

FACULTY/ADJUNCT FACULTY will hold Company Private Information in confidence and will not, without written permission of UNIVERSITY, disclose such Company Private Information to any person other than its own employees and agents (if any) who have a need to know in connection with this Agreement.

FACULTY/ADJUNCT FACULTY will take any and all measures reasonably necessary to protect the confidentiality of Company Private Information, including due care in the choice and manner of the disclosure of the Company Private Information to employees or agents. FACULTY/ADJUNCT FACULTY will use Company Private Information only in connection with the performance of its obligations under this Agreement and will not use such Company Private Information for any other purpose or use.

FACULTY/ADJUNCT FACULTY agrees to use the same degree of care in handling Company Private Information that it uses toward its own private information, but not less than due reasonable care. Upon termination of this AGREEMENT for any reason, or upon request of UNIVERSITY, FACULTY/ADJUNCT FACULTY will promptly return, or certify destruction of, all Company Private Information (and any copies of Company Private Information) in its possession.

# Warranties and Representations

FACULTY/ADJUNCT FACULTY represents and warrants that FACULTY/ADJUNCT FACULTY has the rights to use such materials, other than materials clearly identified pursuant to section 5, and UNIVERSITY actions in reliance on these representations and warranties, as stated in this AGREEMENT, will not violate any law, including copyright laws, or unlawfully interfere with the property or person of another.

# Dispute Resolution

In the event of any dispute arising out of this Agreement, the parties will first attempt in good faith to resolve the dispute promptly by direct negotiation between FACULTY/ADJUNCT FACULTY and a representative of UNIVERSITY at a higher level of management than the persons with direct responsibility for performance of this AGREEMENT. Any party may give the other party written notice of a dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of notice, the receiving party will submit a written response to the other party. The notice and response will include a statement of each party’s position and a summary of arguments supporting that position, which will be set forth with reasonable detail. Within 15 days after delivery of the response, the parties will meet at a mutually agreeable time and place. If the dispute is not resolved at this meeting, or any later meetings that are agreed to, the dispute will be submitted to mediation before the filing of litigation or arbitration. The mediation will be conducted under the Commercial Mediation Procedures of the American Arbitration Association, unless the parties agree in writing to different procedures. If the dispute is not resolved by this mediation, either party may file an action in a court of appropriate jurisdiction in Brevard County, Florida. Alternatively, only if both parties agree in writing to submit the dispute to binding arbitration, the dispute will be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association or other procedures agreed to by the parties.

# Attorneys’ Fees

In the event of any litigation or judicial action arising out of or related to this AGREEMENT (including any appellate, bankruptcy or administrative proceedings), the prevailing party will be entitled to recover all costs and expenses of such litigation or judicial action (including reasonable attorneys' and paralegals' fees) from the non-prevailing party. If a dispute is submitted to mediation or arbitration as stated in this Agreement, attorneys’ fees and other costs and expenses will be paid in accordance with the applicable rules of the American Arbitration Association.

# Governing Law

The laws of the State of Florida will apply in any legal issue. The parties agree to the exclusive jurisdiction of the state courts of Florida for any legal action.

# Force Majeure

Neither party will be in breach of this AGREEMENT if an event beyond the reasonable control of the party affected by that event (such as strike, terrorism, act of war, natural disaster, but not financial inability) ("force majeure") prevents the affected party from performing under this AGREEMENT, provided that the affected party immediately notifies the other party of the force majeure situation and of its back up plans to fulfill its obligations and then promptly fulfills its obligations at a mutually agreeable time, but in all cases within 30 days of the original deliverable date.

# Venue

The venue of any litigation arising out of this AGREEMENT will be Brevard County, Florida.

# Construction of Agreement

The fact that one of the parties to this AGREEMENT drafted any provision of this AGREEMENT will not be considered in interpreting this AGREEMENT.

# Counterparts

This AGREEMENT may be signed in any number of counterparts, each of which will be an original and all of which together will be one and the same document.

# Assigns

The rights of FACULTY/ADJUNCT FACULTY under this AGREEMENT are not assignable by the FACULTY/ADJUNCT FACULTY.

# Entire Agreement

This AGREEMENT is the entire agreement between the parties; and will bind the parties, and their successors and assignees. No modification, release, discharge, or waiver of any provision will be of any effect unless in writing, signed by the party against whom such modification, release, discharge, or waiver is sought.

# UNIVERSITY and FACULTY/ADJUNCT FACULTY have executed this AGREEMENT on the date first above written.

FACULTY/ADJUNCT FACULTY

By:

Name:

Date:

UNIVERSITY ACADEMIC COURSE CHAIR

By:

Name:

Title:

Date:

UNIVERSITY - FLORIDA INSTITUTE OF TECHNOLOGY, INC.

By:

Name: John Z. Kiss Ph.D.

Title: Provost and Senior VP for Academic Affairs

Date:

FACULTY'S SUPERVISOR (if applicable)

By:

Name:

Date: