

COUNCIL FOR EDUCATION POLICY RESEARCH AND IMPROVEMENT

**Performance Funding Contract for University Services**

**Parties**

This contract is entered into by \_\_\_\_\_ (the Legislature? **Board of Governors?** State Board of Education? Governor? "*First Party*" will be used for purposes of this draft) and \_\_\_\_\_ (Name of University - "*University*" will be used for purposes of this draft).

**Scope of Services**

The *University* shall perform all of the services as defined in the attached Contract Specifications.

**Consideration**

As consideration for services rendered by the *University* pursuant to this contract, the *First Party* agrees to \_\_\_\_\_ (appropriate, recommend, or **request**) the amount of state funds as specified in the attached Contract Specifications and permit tuition flexibility as authorized by the Legislature and specified in the attached Contract Specifications. The performance of the *First Party* under the terms of this contract is subject to and contingent upon the availability of funds appropriated by and to the *First Party* and applicable for the purposes of this contract.

**Point of Contact**

The contract manager on behalf of the *First Party* will be \_\_\_\_\_ (**the Chancellor or his/her designee?** Commissioner? Governor's staff? Legislative staff?). The contact on behalf of the *University* will be \_\_\_\_\_ (**the university president or his/her designee?** university provost?)

**Cancellation**

~~Upon written notification to the *University*, the *First Party* reserves the right to cancel this contract at any time if it is deemed to be in the best interest of the *First Party*.~~

This contract may be cancelled by either party upon written notice to the other party delivered to the contract manager. If notice of cancellation is given on or between July 1 and December 31, the cancellation shall be effective at the end of the State of Florida fiscal year in which the notice is given. In the event notice is given on or between January 1 and June 30, the cancellation shall be effective at the end of the State of Florida fiscal year following the fiscal year in which the notice was given.

**Term of Contract**

This contract shall become effective \_\_\_\_\_ (immediately upon...? **July 1 of the fiscal year subsequent to...?**) execution by the parties and shall continue in force for a period of three years. By mutual agreement of the parties, the contract may thereafter be extended for additional one year periods.

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This contract shall become effective \_\_\_\_\_ (~~immediately?~~ **July 1 of the subsequent fiscal year?**) and shall continue in force until \_\_\_\_\_ (~~June 30 of the third fiscal year?~~ **June 30 of the** ~~fifth fiscal year?~~ ~~Tenth fiscal year?~~)

**Faithful Performance of Contract**

The *University* agrees that its performance of any other services during the term of this contract shall not interfere with the faithful and timely performance of this contract.

**Waivers**

~~The *First Party* shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the *First Party*. No delay or omission on the part of the *First Party* in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.~~

**Force Majeure**

Either party's performance under this agreement is subject to acts of God, war (declared or undeclared), Federal government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or impracticable for one or both parties to perform its obligations under this agreement, in whole or in part. Either party may terminate this agreement without liability for any one or more of such reasons upon written notice to the other party within 10 days of such occurrence or receipt of notice of any of the above occurrences.

**Resolution of Disputes**

Any dispute between the *First Party* and the *University* as to the application, meaning, or interpretation of any part of this contract shall be resolved as follows. Initially, the parties shall use their best efforts to resolve their dispute through mediation administered by the American Arbitration Association [or other similar organization]. In the event mediation is not successful, the dispute shall be settled by arbitration administered by the American Arbitration Association [or other similar organization] in accordance with its arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court in Leon County, Florida, having jurisdiction thereof.

~~Any disputes between the *First Party* and the *University* as to the application, meaning, or interpretation of any part of this contract shall be resolved in Leon County, Florida, by \_\_\_\_\_ (~~mandatory arbitration?~~ **State Board of Education?** ~~the court system?~~)~~

**Entire Contract**

This contract cannot be changed except in writing by the signature of both parties.

**Execution by the Parties**

*First Party:*

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\_\_\_\_\_  
(Who signs – Chair of Board of Governors? All members of the Board of Governors?  
Chancellor? Commissioner? Chair of State Board of Education? President & Speaker?  
Governor?)

Date: \_\_\_\_\_

*University:*

\_\_\_\_\_  
(Who signs – Chair of Board of Trustees? All members of the Board of Trustees?  
President?)

Date: \_\_\_\_\_