

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN  
ENTERPRISE FLORIDA, INC.  
AND  
MANA COMMON MARKETING LLC D/B/A BASE MIAMI**

THIS AGREEMENT (“Agreement”) is entered into this May 31st day 2022 2022, by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (“EFI”) and **MANA COMMON MARKETING LLC D/B/A BASE MIAMI** (“Contractor”) (also herein as “Party” and Parties”).

**RECITALS**

WHEREAS, EFI is the principal economic development organization for the State of Florida, uses public and private expertise to increase private investment in Florida and advance international trade opportunities as one of its core responsibilities in growing and diversifying the state’s economy; and

WHEREAS, EFI wishes to enter into a Consulting Services Agreement to develop a Market Entry Accelerator Pilot Program; and

WHEREAS, Contractor acknowledges that this is a performance-based contract and represents that he possesses the requisite skills, knowledge, and qualifications necessary for this assignment; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions under which the services will be provided,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, the parties agree as follows:

1. **TERM:**

The term of this Agreement shall commence upon execution and shall remain in effect until August 31, 2022. Any extensions shall be at the sole discretion of EFI. Any extension shall be in writing and authorized by amendment to this Agreement.

2. **AGREEMENT MANAGERS:**

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties’ Agreement Managers or their designees. The EFI Agreement Manager is Z. Joe Kulenovic, V.P. International Operations, who can be reached at +1-305-808-3588. The Base Miami Agreement Manager is Carlos Esnal, and can be reached at 3054091160.

3. **CONSIDERATION:**

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement, EFI shall pay Contractor a fixed amount of Thirty Thousand Dollars (US \$30,000), (the “Consideration”) according to the following terms:

- 50% to be invoiced upon execution of this Agreement
- 50% to be invoiced upon delivery of final Key Findings/Next Steps Report

EFI reserves the right to withhold or delay payment of the Consideration if Contractor fails to submit the required invoices and report as they become due and EFI receives and approves the same.

4. SCOPE OF SERVICES:

Contractor will develop a Market Entry Accelerator Pilot Plan as outlined in Attachment A. Scope of Work.

5. AVAILABILITY OF FUNDS :

EFI's obligations under this Agreement are contingent upon the availability to EFI of legislatively appropriated funds. In the event that this funding is made unavailable to EFI for any reason, this contract may terminate, with no monies owed for the remainder of the contract term.

6. CONFIDENTIALITY:

Contractor acknowledges and agrees that all information (including analyses, strategies, compilations, or other documentation) received or prepared in the engagement of activities under this Agreement shall be considered restricted, including information prepared by Contractor that reflects, in whole or in part, information described in Paragraph 6 above. Contractor shall not disclose, provide access to, release or disseminate any of the information outlined above to any person who is not an employee or agent of EFI, unless prior to disclosure, written authorization is granted by EFI. This clause shall be inoperative as to such portions of information which (i) are or become generally available to the public other than as a result of a disclosure by Contractor, (ii) Contractor is legally required to disclose; or (iii) were known to Contractor on a non-confidential basis prior to the commencement date of this Agreement.

EFI and the State of Florida retain exclusive ownership rights to all information generated from this contract, including information prepared by Contractor that reflects, in whole or in part, information described above.

7. TERMINATION:

This Agreement may be terminated without cause by Contractor with 30 days' notice in writing to BOTH the Agreement Manager identified in Paragraph 2. This Agreement may be terminated by EFI consistent with the terms of this Agreement, or at any time, with or without cause, in written notice provided by EFI to Contractor consistent with the notice requirements identified in paragraph 2. In the event that this Agreement is terminated prior to the expiration of the term, EFI shall pay Contractor for the work completed and any obligations and expenses incurred by the Contractor that could not reasonably be cancelled.

8. INDEPENDENT CONTRACTOR:

Contractor is working as an independent contractor and not as EFI's employee in the performance of this Agreement. Contractor acknowledges that EFI is not responsible for withholding or filing national or state taxes or other payroll withholdings on behalf of Contractor. Contractor further acknowledges that neither the Contractor nor the employees of Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or other worker's compensation benefits provided through EFI.

9. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the parties is a non-exclusive one which allows Contractor to engage in other activities, provided that all of the term and conditions under this Agreement are strictly observed, with particular emphasis on paragraph 12.

10. CONFLICTS OF INTEREST:

Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities that could be a conflict of interest to EFI or the Department, EFI has the right to instruct Contractor to discontinue such efforts. In such an event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

11. COMPLETE AGREEMENT:

This agreement constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

12. PURPOSE- pursuant to section 288.904(6)(b), Florida Statutes:

1. The purpose of this Agreement is outlined in Paragraph 4.
2. Specific performance standards and responsibilities for each entity are included in Attachment A. Scope of Work.
3. A detailed contract budget is found in paragraph 3.
4. The value of the services provided is \$30,000.00
5. There are no projected travel and entertainment expenses for employees and board members of EFI.

13. STANDARD TERMS & AGREEMENTS:

Contractor acknowledges and accepts EFI's standard terms and agreements attached hereto, which are required by law and its contract with the Florida Department of Economic Opportunity (DEO). Such terms and conditions are incorporated herein and specifically made part of this Agreement.

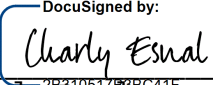
14. COUNTERPARTS:

This Agreement may be executed in counterparts, with all pages initialed by the signing party, and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed, scanned, or PDF contract versions with initials and signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties cause the Agreement to be duly executed the day and year first above written.

**FOR:  
MANA COMMON MARKETING  
D/B/A BASE MIAMI**

**FOR:  
ENTERPRISE FLORIDA, INC., ("EFI")  
a Florida not for-profit corporation**

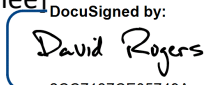
DocuSigned by:  
  
Charly Eshat Managing Director, Mana Tech

Marc Adler, Deputy Secretary of Commerce

Date: 5/31/2022

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

**-OR- [Designee]**

DocuSigned by:  
  
Signature: \_\_\_\_\_

Printed Name: David Rogers

Title: Chief operating officer

Date: 6/1/2022

# Attachment A: Scope of Work



# Market Entry Accelerator Pilot Plan



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**PREPARED FOR:** TJ Villamil - Enterprise Florida

**DATE:** March 2022

**PROJECT:** Market entry accelerator pilot plan

**PREPARED BY:** Charly Esnal

**CONTACT EMAIL:** charly@base.miami



**Land Today. Launch Tomorrow.**



## Project Purpose and Context

Enterprise Florida (“EFI”) is planning to build a comprehensive Pilot program to attract the most innovative and smartest international tech startups and companies to top innovation locations in the state of Florida. The objective of this proposal is to design a Pilot project to attract tech companies to “beachhead” cities in the Florida Ecosystem.

The foreign companies’ presence in Florida will foster and accelerate their growth, resulting in tangible economic benefits for the state, including investments, jobs, increased local innovation, agglomeration/ clustering effects with significant knowledge spillovers, and overall talent/ skills development.

In the Pilot project, Base Miami is narrowing the scope to Latin America and Caribbean Region (“LAC”), because this is a proof of concept project and this limitation reduces the number of variables. The project will adopt an agile methodology for the planning stage which shall also be used as a guide for the Pilot project, enabling scalability and replicability in other regions.

Based on the lessons learned in the proof of concept will greatly improve the understanding on why businesses are willing to establish operations in Florida, enhancing the state attraction efforts. The successful model will standardize to scale and replicate to other global regions, taking advantage of EFI global offices presence. The regional offices will be able to apply the model for promoting the program, and also to select the most suitable business to attract to the program.

The Plan will set the requirements to execute the Pilot project, including internal personal needs, third-party providers selection criteria, success metrics, and budget.

## How It Works

In order to create a feasible program for EFI's upcoming fiscal year, Base Miami will develop a Plan for an initial Pilot program which will serve as a proof of concept, for an encompassing statewide soft landing attraction program. The proof of concept is intended to demonstrate that a “recruitment engine” can successfully be built to attract innovative companies and their founders to Florida.

The Pilot program results will serve to further detail a multi-year company recruitment project, creating a virtuous circle for Florida businesses, establishing new companies and investments,



creating high-value jobs, leveraging the strength of our state university system, and generating wealth for the community.

The Pilot plan will contain:

**1. Selection of Incubators and Accelerators:** Working with a highly curated database from LAC, Base Miami will create a target list of organizations and individuals who will serve as our pipeline for meetings. Base Miami will then reach out through its network to get warm introductions to those organizations and schedule meetings with them. The selection of partners will consider the Florida ecosystem and target industries of interest to establish a successful program.

**2. Engage with local Universities:** Base Miami, in coordination with EFI, shall identify and interview one state system university or college that can nurture and foster a soft landing program for the selected companies. Again this initial scope of one university is to simplify things during the proof of concept stage of our partnership with EFI. A university with an ongoing established international soft landing or incubation program is preferred.

**3. Promotion:** The plan will leverage digital media and the strength of our network for project promotion, highlighting the EFI name as the main project sponsor.

**4. Bootcamp/Pitch Competition:** The plan will establish the guidelines for selecting boot camp participants and the minimum criteria for winning the pitch competition.

**5. Softlanding:** In coordination with the University partner, the plan will establish a maximum time frame for the winning company to initiate operations in Florida.

**6. Conclusions and Adaptation:** The plan will address the need for a final report and the metrics to be used for success.

For the successful execution of the Pilot program, EFI shall appoint a project coordinator to discuss the developed project and facilitate access in the EFI network. EFI personnel allocation is needed for the Pilot execution.

The timeline for the above tasks is as follows:

|        |  |
|--------|--|
| Week 1 | <b>Selection of Incubators and Accelerators:</b> |
| Week 2 | <b>Selection of Incubators and Accelerators:</b> |
| Week 3 | <b>Engage with local Universities</b>            |





|         |                                       |
|---------|---------------------------------------|
| Week 4  | <b>Engage with local Universities</b> |
| Week 5  | <b>Promotion</b>                      |
| Week 6  | <b>Bootcamp/Pitch Competition</b>     |
| Week 7  | <b>Softlanding</b>                    |
| Week 8  | <b>Softlanding</b>                    |
| Week 9  | <b>Softlanding</b>                    |
| Week 10 | <b>Softlanding</b>                    |
| Week 11 | <b>Conclusions and Adaptation</b>     |
| Week 12 | <b>Conclusions and Adaptation</b>     |

## Program Deliverables

A planning document that describes the mechanics of the recruitment engine to bring the most innovative startups from LAC. The Pilot plan will include:

- Established metrics for Partners selection e.g.
  - A limited list of LatAm and Caribbean Region Incubators and Accelerators;
  - Incubators and Accelerators linked to the State University System of Florida; and
  - Startups/Tech companies.
- Selection of up to 3 LAC Incubators and Accelerators that follow established metrics.
- Selection of 1 Florida-based University that follows established metrics.
- A developed International remote pitch competition model.
- A plan for the selected companies to participate in an acceleration program named (Bootcamp) that incorporates the development of their soft-landing and market-entry strategy in Miami, FL.



- A project schedule with a budget for running the Pilot recruiting engine.
- Criteria definition for lessons learned report needed to scale the Pilot program for a minimum 3 years program.

## Program Schedule

The planning project takes place over a period of 12 calendar weeks including a final review of the Key Findings/Next Steps report.

The timeline is just an estimation and a goal for us to be efficient in concluding the program on time. If for any reason Base Miami needs to extend the program we will. The commitment is that until all deliverables are completed the program will not be finalized.



## Payment Terms

| Date   | Price                   |
|--|-------------------------|
| 50% to be invoiced upon execution of this Agreement                      | \$15,000 USD + wire fee |
| 50% to be invoiced upon delivery of final Key Findings/Next Steps Report | \$15,000 USD + wire fee |

Initial payment is required upon proposal approval and subsequent payments are intended to be paid within 7 days of receipt. Late payments will result in the project being put on hold.

## Contact Information

| Base Miami                                | Enterprise Florida  |
|---|---|
| Charly Esnal                              | TJ Villamil   |
| 100 E. Flagler 6th Floor, Miami, FL 33131 | 201 Alhambra Circle, Suite 610<br>Coral Gables, Florida 33134 |
| United States                             | United States   |
| +1 (305) 218-7296                         | +1 (305) 808-3660   |
| charly@base.miami                         | tjvillamil@enterpriseflorida.com                              |

**Attachment B:**

**Enterprise Florida Standard Contract Terms & Agreements 2021-2022**

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement for its convenience, in whole or in part at any time by providing written notice to Contractor. EFI may terminate this Agreement for cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

7. **The EFI contract manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.**

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All quarterly scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

11. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared

in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

12. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. Section 448.095, Florida Statutes, requires Contractor to comply with the following: (1) Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. (2) A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

15. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

15. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

16. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

17. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

18. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

19. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

20. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

21. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

22. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

23. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

24. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

25. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

26. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

**27. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:**

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Contractor's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. **If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Contractor for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: [nmcelwee@enterpriseflorida.com](mailto:nmcelwee@enterpriseflorida.com), or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.**