

**Master Services Agreement  
Between  
School Board of Clay County and Northeast Florida Library Network**

This service agreement is designed to function and be known as the "Master Services Agreement" between the School Board of Clay County (SBCC) and the Northeast Florida Library Information Network (NEFLIN). Included with the Master Services Agreement at this time are Attachment A, B and C. In the event that the parties subsequently agree that additional services and/or products shall be provided to the SBCC by the NEFLIN, new attachments (Attachment D, etc.) for those additional services and/or products and the compensation, payments, and other applicable terms can be signed by both parties and become a part of the Master Services Agreement. All applicable attachments under the Master Services Agreement are referred to as the "Attachment".

1. Compensation and Payment

In exchange for Services, as applicable, SBCC agrees to pay NEFLIN in accordance with the terms set forth in the applicable Attachment.

2. Ownership

SBCC retains all ownership rights in any Content developed under the Master Services Agreement. SBCC also retains ownership over any modifications to any Content developed under the Master Services Agreement, whether made by SBCC or any other party.

3. Security and Copyright

SBCC is responsible for ensuring that adequate security measures are in place for the protection of any Content developed under the Master Services Agreement, and that any necessary copyright releases or terms are in place for use of licensed materials.

4. Training and Support

SBCC is responsible for providing training and support for persons contracted under the Master Services Agreement, as indicated on applicable Attachment.

5. Indemnification

NEFLIN shall indemnify SBCC against any claim by a third party that any Content developed under the Master Services Agreement infringes upon that party's Intellectual Property Rights, provided that SBCC provides NEFLIN with prompt notice of the claim, allows NEFLIN to assume the defense or settlement of the claim at its sole discretion and provides reasonable assistance to NEFLIN upon request in resolving the matter. In the event that a claim for indemnification arises pursuant to this agreement NEFLIN may require SBCC to replace the Content, in whole or part, modify the Content to avoid the infringement, or procure the right to continue using the Content. NEFLIN shall not be responsible; however, if the claim relates to use of the Content after NEFLIN had notified SBCC to discontinue its use.

6. Warranty

NEFLIN does not make any warranties unless set forth in the Attachment.

7. Limitation

Neither party shall be liable to the other for any indirect, special, incidental, exemplary, punitive nor consequential damages related to the Master Services Agreement, even if the party has been advised of the possibility of those damages.

8. Confidentiality

Each party agrees to maintain confidentiality with respect to the other party's confidential and proprietary information. This paragraph shall not infringe upon either party's obligation to disclose information required by law.

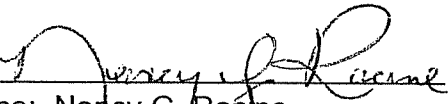
9. Non-solicitation

Each party agrees that it shall not solicit the employees or contractors of the other party with the intention of hiring or engaging any such individual away from such party unless prior written agreement between the parties is reached.

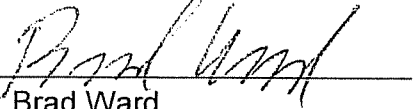
10. Term and Termination

The Master Services Agreement shall be deemed to have commenced on June 1, 2013 and shall remain in effect for so long as performance required pursuant to the terms of any Attachment remains outstanding. The Master Services Agreement and/or Attachment can be terminated by either party upon sixty days' notice for any reason. The Master Services Agreement and/or Attachment may also be terminated by either party if the other party breaches its obligations under the Master Services Agreement and fails to cure the breach within fifteen days after receiving notice of the breach from the other party.

**AGREED AS OF ABOVE DATE:**

By:   
Name: Nancy G. Racine

Title: Director of Purchasing, Accounts Payable and Material Management  
**School Board of Clay County (SBCC)**

By:   
Name: Brad Ward

Title: Director of NEFLIN  
**Northeast Florida Library Information Network (NEFLIN)**


**Attachment A.1 – Part of the Master Services Agreement**

**Description of Services, Products, Compensation, Payments, Other Terms  
For Professional Development Contractor and/or Service Contractor**

<b>Project Title</b>		<b>Project Point(s) of Contact</b>	
Professional Development Contractor and/or Service Contractor		Primary: Alisa Jones – SBCC Supervisor of Instructional Resources 23 S. Green St., Green Cove Springs, FL 30243 904-529-2612	
		Nancy Racine – SBCC Director of Purchasing, Accounts Payable and Materials Management 814 Walnut St., Green Cove Springs, FL 32043 904-529-2604	
		Brad Ward – NEFLIN Director 2233 Park Avenue #402, Orange Park, FL 32073 904-278-5620	
<b>Project Timeline</b>			
June 1, 2014 through May 31, 2015			
<b>Project Services</b>			
NEFLIN shall provide Professional Development Contractor and/or Service Contractor identified by SBCC Instructional Resources. This includes sending communications to Professional Development Contractor and/or Service Contractor relating to contract status and responsibilities, required training and meetings, and payment procedures. NEFLIN shall provide to SBCC Instructional Resources an invoice of fees per Contractor for verification prior to processing payments. Upon verification, NEFLIN shall invoice SBCC's Accounts Payable and shall be paid in accordance with the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.			
<b>Project Deliverables</b>			
SBCC identifies Professional Development Contractor and/or Service Contractor. NEFLIN communicates contract terms, services and deliverables to Professional Development Contractor and/or Service Contractor through their Statement of Work (SOW). Contractor forfeit's rights to payment if work is not completed by required date of SOW. Contractor shall invoice NEFLIN using form provided by NEFLIN by assigned date of SOW in order to receive compensation. All applicable federal, state, and local taxes are the responsibility of the Contractor not the SBCC.			
<b>Project Billable Compensation</b>			
100% of completed contracted SOW compensation totals to include adjustment of SOW totals + 7% NEFLIN Administration Fee = Estimated Total Fees: \$4,500.00+			

**Addition of Attachment to Master Services Agreement between SBCC and NEFLIN:**

By: \_\_\_\_\_  
 Name: Nancy G. Racine  
 Phone: (904) 529-2604  
 School Board of Clay County (SBCC)

By:  \_\_\_\_\_  
 Name: Brad Ward  
 Phone: (904) 278-5620  
 Northeast Florida Library Information Network (NEFLIN)