CONTRACT FOR CONSULTING SERVICES
This contract is an understanding and agreement between aha! Process, Inc. (the “Representative”), on behalf of itself and on behalf of the consultant, and the University of West Florida, Institute for Innovative Community Learning, acting for and on behalf of the University of West Florida Board of Trustees (“UWF”), regarding a workshop/training program.

CONSULTANT: Dr. Ruby Payne
CLIENT: UWF
CLIENT CONTACT: Janet Pilcher
DATE: APRIL 29, 2008
TIME: 10:00 a.m. to 12:15 p.m.
Timeframes different from those specified must be approved by both parties.
CONSULTING SERVICE: Consultant will deliver a Keynote address to be entitled: A Framework for Understanding Poverty
Consultant shall act as an independent contractor and not as an employee of UWF for any purpose. Consultant shall have exclusive control over the means, methods, and details of fulfilling the obligations under this contract, except for the time and length of the scheduled workshop.

FEES AND EXPENSES: FLAT RATE
$8,000.00 (Eight Thousand Dollars)

VIDEOTAPE/AUDIO TAPE: Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted. UWF’s responsibility shall be limited, in any event, to reasonable and lawful actions to discover and to terminate such unauthorized activity.

COPYRIGHTED MATERIAL: Representative retains all the rights and privileges associated with its copyrighted materials, books, and intellectual property related to this workshop. Representative shall indemnify, hold harmless and defend the University of West Florida Board of Trustees, and its officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses which directly or indirectly may arise or be alleged to have arisen from the presence, activities or conduct of the consultant provided by Representative or its officers, employees, agents, and contractors related to this contract, including, without limitation, claims of libel, copyright infringement or other alleged illegal use of materials arising from the consultant’s services.
LIMITATION OF LIABILITY: The liability of Representative and the consultant hereunder is limited in all circumstances to such portion of the daily fee ($8,000.00 flat rate) as is actually paid by UWF. If the workshop is cancelled due to the inability of the Consultant to present the workshop as caused by the circumstances described herein, there will be no charge to UWF and neither Representative nor the consultant will be liable for any other actual, incidental or consequential damages.

CANCELLATION: Neither Representative nor UWF shall be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; acts of war or terrorism; fires; earthquake; hurricane; tornado; other Acts of God; or default of common carrier.

RESCHEDULING: In such event of cancellation, the Parties will use reasonable efforts to provide advance notice to each other, and to use reasonable efforts to reschedule the workshop to a mutually convenient date.

CANCELLATION FEE: If the contract is not received 45 days prior to the workshop, the contract is cancelled. If the contract is cancelled 45 days or less prior to the workshop, payment will be required for any travel expense already incurred by the consultant. If applicable, invoices submitted for any travel expenses will be in accordance with Section 112.061, Florida Statutes or UWF Policy. No other payment shall be required.

PAYMENT: Payment is due to Representative within 40 (forty) days from date of invoice after workshop in accordance with the UWF Prompt Payment Policy.

PROMOTIONAL MATERIALS: UWF is free to advertise the workshop to any extent and through any medium desired as it deems appropriate. Except as expressly agreed to in writing by the appropriate UWF official, the University’s name and/or symbols, logos and seals shall not be used by Representative or the consultant in connection with the workshop covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AHA PROCESS, INC.
Signed: [Signature]
Name: Judy Sein
Date: 1/4/08

UNIVERSITY OF WEST FLORIDA
Signed: [Signature]
Name: Dr. Chula G. King, Provost
Date: 12/21/07

Approved As To Form And Legality:
[Signature]
UWF Attorney