

**Florida International University**  
**SERVICE AGREEMENT\***  
**CACHe – Nutrient Analysis Core Facility**

\*This agreement may not be used for any activities with a federal agency or where FIU would be considered a subrecipient.

This agreement (“Agreement”) sets forth the agreement of the below parties regarding services to be provided by the above named center/facility of The Florida International University Board of Trustees (“FIU”) to the below named Company. FIU and Company are collectively referred to in the Agreement as the “parties” or individually, as a “party.”

DATE 10/30/2024
COMPANY The College of the Florida Keys      DEPT/CO Company Dept/Co
PHONE NO 305-809-3249      FAX NO. Fax No.
ADDRESS 5901 College Road, Key West, FL 33040
CONTACT PERSON AT COMPANY Dr. Patrick Rice      PHONE NO. 305-809-3249
RETURN FORM TO The College of the Florida Keys      E-MAIL patrick.rice@cfk.edu
Project ID EPA Award # 02D43523      Project Name Monitoring Key West Water Quality in Areas of Concern

1. **Services.** FIU will provide the lab services specifically described in Attachment I attached hereto and incorporated herein as if fully set forth (the “Services”). Company will furnish the materials, products or devices to be tested. The specifications outlined in the Services will be followed by FIU. All work carried out under this Agreement shall be subject to and contingent upon any required regulatory approvals. All changes to the Services must approved in a written amendment to this Agreement by the parties prior to initiation of those changes. In the event of a conflict between the Services and this Agreement, this Agreement shall control unless the Services expressly states that it is intended to modify the terms of this Agreement. All questions pertaining to the Services should be directed to the FIU Principal Investigator, Dr. Yan Ding.
2. **Term and Termination.** This Agreement shall be effective and the Services shall be performed during the time frame beginning on 10/30/2024 and ending on 6/30/2026 unless this Agreement is terminated early as set forth below. Upon expiration or termination of this Agreement, all terms of this Agreement that by their nature or as expressly stated shall continue after expiration or termination shall so survive. COMPANY and FIU shall each have the right to terminate this Agreement at any time upon seven (7) days’ prior written notice. Upon early termination, FIU shall immediately be due payment for all Services performed and costs incurred prior to the effective date of termination.
3. **Payment.** In consideration of the Services, Company shall pay FIU the total amount for the invoice received for services and costs set forth above in section 1 and described in Attachment 1. The fees are calculated in accordance with the FIU rate schedule in effect at the time the Services are provided. The rate schedule may be amended by FIU with sixty (60) days’ prior written notice to Company. The payment to FIU shall be made by Company within thirty (30) days of FIU’s invoice to Company. If Company fails to provide timely payment to FIU for any invoice FIU may cease all further work on the Services and shall not be liable for any resulting loss, damage or expense related thereto.
4. **Terms and Conditions.** The parties agree to the Research Recharge Center Terms and Conditions set forth in Attachment 2 which are incorporated herein as if fully set forth.
5. **Confidentiality Agreement.** Attached hereto as Attachment 3 is a Non-Disclosure/Proprietary Information Agreement executed by the parties which is incorporated herein by this reference.

The duly authorized representatives of the parties execute this Agreement on the dates set forth below.

Company The College of the Florida Keys	The Florida International University Board of Trustees
By:	By:
Name: Dr. Brittany Snyder	Name:
Title: Executive VP and CFO	Title:
Date:	Date:

**Industry Contact for Billing**

NAME:	Dr. Patrick Rice	CONTACT PHONE NUMBER:	305-809-3249
TITLE:	Chief Science & Research Officer		
BILLING ADDRESS:	5901 College Road, Key West, FL 33040		
BILLING EMAIL:	Accounts.Payable@cfk.edu		
EFFECTIVE DATE:	10/30/2024	END DATE:	06/30/2026

**Office Use Only – Do Not Write Below This Line**

<b>WORK ORDER #:</b>
<b>DATE RECEIVED:</b>
<b>RECEIVED BY:</b>

## ATTACHMENT 1

The Services to be performed by FIU and the materials, products or devices to be provided by Company are as follows:

<b>FIU</b> FLORIDA INTERNATIONAL UNIVERSITY		<b>Office of Research and Economic Development</b>		
<b>New Rates 7/1/2024-6/30/2026</b>				
	<b>Rate(name)</b>	<b>Unit Base</b>	<b>Internal</b>	<b>External</b>
1	FN	per sample	\$ 24	\$ 50
2	TP	per sample	\$ 17	\$ 31
3	TN	per sample	\$ 16	\$ 28
4	TOC & DOC	per sample	\$ 16	\$ 26
5	SI	per sample	\$ 15	\$ 23
6	CHLA	per sample	\$ 9	\$ 15
7	SOIL TP	per sample	\$ 20	\$ 35
8	SOIL TC/TN (run only)	per sample	\$ 8	\$ 13
9	Instrument access rate	per day	\$ 240	\$ 355
10	Data analysis/ Data reduction	per hour	\$ 70	\$ 140
11	Electronic deliverable dataset (EDD) generation	per analyte	\$ 3	\$ 4
12	Customized report as per client request	per analyte	\$ 3	\$ 4
13	Method development	per hour	\$ 150	\$ 222
14	Additional sample preparation (pH adjustments, filtration, centrifugation)	per procedure	\$ 5	\$ 8
15	Trace Metal Analysis - Environmental waters- Freshwater- 20 minor and trace elements	per sample	\$ 35	\$ 53
16	Trace Metal Analysis - Environmental waters- Freshwater- Iron and Aluminum additional dilution	per sample	\$ 15	\$ 22
17	Trace Metal Analysis - Biological Samples - may require additional sample preparation steps	per sample	\$ 55	\$ 85
18	Trace Metal Analysis - Biological Samples - Small sample sizes (25% premium)	per sample	\$ 69	\$ 102
19	Trace Metal Analysis - Environmental Samples - Sediments/Soils/High turbidity samples - Tin and Antimony	per sample	\$ 55	\$ 85
20	Trace Metal Analysis - Environmental Samples - Saltwater - 20 minor and trace elements	per sample	\$ 40	\$ 61
21	Trace Metal Analysis - Environmental Samples - Surface water - custom analyte	per sample	\$ 55	\$ 82
22	Trace Metal Analysis - Environmental Samples - Sediments/Soils/High turbidity samples - 16 trace an minor elements	per sample	\$ 55	\$ 87
23	Trace Metal Analysis - Environmental Samples - Sediments/Soils/High turbidity samples - Iron and Aluminum additional dilution	per sample	\$ 20	\$ 30
24	Trace Metal Analysis - Environmental Samples - Groundwater- Tracers (Na, K, Mg, Ca, Sr)	per sample	\$ 40	\$ 62

## ATTACHMENT 2 RESEARCH RECHARGE CENTER TERMS AND CONDITIONS

1. **Services.** FIU has developed research and analysis expertise and related technologies, equipment, or facilities necessary for the performance of work pursuant to this Agreement. Such services are available as set forth in this Agreement, are of mutual interest and benefit to FIU and Company and will further the instructional, research, and public service mission of FIU and may provide benefits for both FIU and Company through the advancement of knowledge. All equipment, tools, supplies or other property acquired by FIU for the conduct of this Agreement will be the property of FIU. Results and/or reports shall be provided to Company as outlined in the Services. This Agreement is non-exclusive and nothing in the Agreement shall be construed to limit the freedom of FIU personnel, whether paid under this Agreement or not, to engage in similar inquiries or work independently or under other grants, contracts or agreements with parties other than Company.
2. **No Name Use/No Endorsement.** Each party agrees not to use the name, trademarks or logos of the other party or the name of any of the other party's employees, officers, board members, students, agents or research facilities in any way whatsoever, including, but not limited to, in sales literature or promotion or advertising or fundraising materials or in any other form of publicity or promotion without the prior written express permission of the other party. Without limiting the generality of the above, COMPANY shall not use or in any way promote or assert, the work conducted by FIU or the deliverables provided by FIU, as an endorsement or promotion of any product or services of COMPANY. If COMPANY wishes to publish any document, video or any other media format (all collectively, a "publication") regarding the services provided by FIU pursuant to this Agreement, including but not limited to, publishing the results of the tests and findings resulting from the Services, COMPANY shall provide a draft of each such proposed publication to the FIU Principal Investigator at least sixty (60) days prior to the proposed publication date for FIU's prior review and approval. Should the publication include any information not permissible pursuant to this Agreement or inconsistent with the Services or the report issued by FIU, COMPANY shall remove the information as directed by FIU from the publication.
3. **Independent Contractors.** For the purposes of the Agreement, the Company and FIU are independent contractors and neither is an employee of the other. Nothing contained herein shall be construed or implied to create any agency or partnership between the parties and neither party is authorized to act as agent for the other for any purpose.
4. **Standard of Performance.** FIU will use its reasonable efforts to accomplish the Services. The Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the science professions currently practicing under similar conditions subject to the time limits and financial, physical and any other constraints applicable to the Services to be provided hereunder. FIU agrees to use all reasonable efforts to provide the Services in accordance with accepted professional standards; however, FIU cannot guarantee any specific results. FIU MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DELIVERY OR OPERATIONS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE ERROR-FREE. NO ADVICE OR INFORMATION GIVEN BY FIU, ITS EMPLOYEES, STUDENTS, AFFILIATES, AGENTS OR REPRESENTATIVES SHALL CREATE A WARRANTY. FIU SHALL NOT BE LIABLE TO COMPANY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT. FIU WILL EXERCISE REASONABLE CARE WITH COMPANY'S PROPERTY ENTRUSTED TO FIU BUT CANNOT BE RESPONSIBLE IN CASE OF LOSS OR DAMAGE.
5. **Indemnification.** COMPANY shall indemnify, defend and hold harmless FIU, the Florida Board of Governors and the State of Florida and their respective officers, agents and employees, from all liability for any claims, demands, loss, liability, damages, penalties and costs of any nature (including court costs and attorneys' fees) arising in connection with, but not limited to, any personal injury, economic loss, product liability and/or property damage in any way caused by or alleged to arise out of, in whole or in part, the negligence or willful misconduct of COMPANY. The terms of this paragraph shall survive the expiration or termination of this Agreement.

6. **No Third Party Beneficiaries.** All Services provided by FIU pursuant to this Agreement are personal to, and intended solely for the benefit of, Company and do not extend to any third party in any way whatsoever. Nothing herein shall be construed to create rights or interests in any third parties, nor may any third party rely in any way upon the services provided by FIU.
7. **Assignment/Successors.** This Agreement may not be assigned by either party without the prior written consent of the other party and any such attempted assignment without the other party's written consent shall be null and void. This Agreement shall be binding upon the parties' successors and assigns.
8. **Applicable Law.** This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Miami-Dade County, Florida.
9. **Export Control.** FIU will not accept export-controlled materials or technical information under the Agreement. COMPANY warrants that materials and technical information provided to FIU are not controlled pursuant to any U.S. export control laws, regulations or executive orders including but not limited to the Export Administration Regulations (15 CFR Parts 730-774), the International Traffic in Arms Regulations (22 CFR Parts 120-130) and any regulations or executive orders issued related thereto.
10. **Animal Studies.** If the Services involve any animal studies or the handling of animals at FIU facilities, the Services shall only be performed after approval by FIU Institutional Animal Care and Use Committee (IACUC) and only in accordance with such approval.
11. **Force Majeure.** "Force Majeure" shall mean a circumstance outside the reasonable control of FIU which may include without limitation an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that FIU is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that FIU is delayed by such Force Majeure. FIU shall give notice to COMPANY as promptly as is practicable under the particular circumstances specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as the Force Majeure delay continues.
12. **Intellectual Property.** Background Intellectual Property. Intellectual property that either party owned prior to execution of this Agreement or that either party develops independently of the Services ("Background Intellectual Property") is that party's separate property and is not affected by this Agreement. Neither party has any claim to or rights in the other party's Background Intellectual Property. For purposes of this Agreement, "Invention" shall mean individually and collectively all inventions, improvements and/or discoveries patentable or unpatentable, which are conceived and or made by one or more of the parties in the performance of this Agreement. FIU shall not obtain or attempt to obtain patent coverage on Company-provided materials or information, without the express written consent of Company. The following shall apply to all Inventions that include at least one FIU employee as an inventor: Inventions which involve the use of, composition of, or improvement to Company-provided materials or information shall belong to Company. Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Company's proprietary materials or does not derive from the use-of, composition of or improvement to Company-provided materials or information shall be owned by FIU.
13. **Complete Agreement.** This Agreement and all attachments comprises the complete and exclusive statement of the agreement between the parties relating to the subject matter herein. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse may not be had to alleged dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Agreement. If COMPANY issues a Purchase Order or other document to FIU (collectively, "PO") relating to this Agreement, nothing in the PO shall be construed to contravene the terms of this Agreement. Modifications to the terms of the Agreement are not valid unless made in writing and signed by authorized representatives of both parties. This Agreement may not be assigned by Company in whole or in part without the prior written permission of FIU.
14. **Foreign Influence Certification.** For purposes of FIU's reporting obligations set forth in Section 1010.25, Florida Statutes, COMPANY warrants and certifies that it is **not** entering this Agreement directly or indirectly on behalf of, and is not an intermediary of: (1) a foreign government (i.e., a government of any country, nation, or group of nations, or any province or other political subdivision of any country or nation, other than

the United States) or an agency of a foreign government; (2) a legal entity, governmental or otherwise, created solely under the laws of a foreign state or states; (3) an individual who is not a citizen or a national of the United States or a territory or protectorate of the United States; or (4) an agent, including a subsidiary or an affiliate of a foreign legal entity, acting on behalf of a foreign source (a "Foreign Source"). **Please enter N/A in questions 1, 2A and 2B below if they do not apply.**

If the COMPANY cannot provide any of the certifications noted above, then it must provide the following information:

1. Name of the Foreign Source/Government for which it is entering this Agreement: NA
  
2. If the Foreign Source is not a government:
  - (A) the country of citizenship or incorporation of the Foreign Source:  
NA
  - (B) the country of principal address or domicile of the Foreign Source:  
NA

Notwithstanding anything else contained in this Agreement, if this Agreement is entered into directly or indirectly on behalf of a Foreign Source, FIU shall provide to the Florida Board of Governors the information if required by Florida Statute Section 1010.25 (i.e., contracts of combination of contracts that total \$50,000 or more from a Foreign Source), including without limitation, a complete copy of this signed Agreement. If FIU determines that the Agreement contains information protected from disclosure under Florida Statute Section 1004.22(2), in lieu of a complete copy of the Agreement, FIU may provide the Florida Board of Governors with an abstract and redacted copy of the Agreement, providing all required information that is not so protected.