



### Master Group Training Agreement

This Master Group Training Agreement ("Agreement") is entered into by and between the Institute of Internal Auditors, Inc., with the address of 1035 Greenwood Blvd., #401, Lake Mary, FL 32746 ("IIA"), and Florida State Board of Administration, with the address of 1801 Hermitage Blvd., Tallahassee, FL 32308 ("Customer" or "you"). Each is referred to individually as a "Party" and collectively as the "Parties." This Agreement is effective as of 05/02/2023 (the "Effective Date").

In consideration of the mutual covenants and Agreements contained herein, the parties hereto agree as follows:

#### 1. **Master Agreement.**

- 1.1. **Master Agreement.** Unless otherwise mutually agreed to by the parties in writing, this Agreement contains contractual terms that will be deemed incorporated by reference into mutually agreed to statements of work ("SOW"). The SOW will describe the Training (as defined herein), the license granted, and associated fees.
- 1.2. **Interpretation.** This Agreement and any incorporated SOW shall be interpreted to give all the provisions as full effect as possible. In the event of a conflict between the terms and conditions of this Agreement and a SOW, the terms of the SOW shall prevail.

#### 2. **Term and Termination.**

- 2.1. **Term.** The term of this Agreement will begin on the Effective Date and continue into perpetuity unless earlier terminated under the provisions of this Agreement.
- 2.2. **Termination**
  - 2.2.1. **Mutual Termination for Convenience.** Either party may, by giving at least thirty (30) days prior written notice to the other, terminate this Agreement in its entirety for any reason or no reason. If either party terminates under this section, the Customer agrees to pay all amounts properly due and owing up to the termination date. Additionally, any license granted shall terminate immediately on the termination date.
  - 2.2.2. **Termination for Cause.** This Agreement will also terminate immediately if either party fails to comply with any term or condition of this Agreement or any SOW, file for bankruptcy, or are placed in receivership. Before the termination date, Customer agrees to return or destroy, at IIA's sole discretion, any IIA materials provided under this Agreement.
  - 2.2.3. **No Refund.** Customer agrees it is not entitled to any refund of any fees paid or due or owing upon the termination of this Agreement.

#### 3. **Services.**

- 3.1. **General.** "Training" means the training programs, activities and services, and related documentation ("Documentation") of the Training materials identified under this Agreement or any SOW between the parties.
- 3.2. **Training Materials and Licenses.**
  - 3.2.1. Subject to Customer's payment of Fees, IIA grants Customer a finite number of non-exclusive, royalty-free, non-transferable licenses for Eligible Persons (defined below) to attend the Training and use Documentation for internal training purposes, as continuing professional education, or otherwise in accordance with the provisions of this Agreement and any SOW. A SOW shall define the finite number of licenses and the associated fee for Training and Documentation. Customer is not permitted to lease, rent, distribute, or sublicense the Training or Documentation or any rights therein. Except as provided below and in any SOW, this Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Training and Documentation.
  - 3.2.2. You agree that you have no right, power, or authority to make any modifications to or copies of the Training or Documentation. Customer is solely responsible for selecting Eligible Persons to attend the training ("Authorized Attendees"). You must not remove, or permit the removal by Authorized attendees of, any copyright notices and any other proprietary rights notice appearing on the Training and Documentation. Additional scope and permitted use of the license may be further defined in a SOW. All rights, title, interest in the Training, Documentation, and derivative works are exclusively owned by the IIA.
  - 3.2.3. **Eligible Persons.** Only Customer's employees, temporary employees, management, and owners are eligible to attend the Training and use the Documentation ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers, and public relations firms are specifically excluded from being Eligible Persons. Customer is strictly and solely liable for each Authorized Attendee's use or misuse of the Training and Documentation. Customer will use reasonable commercial efforts to prevent unauthorized attendance of Training or use of Documentation and will promptly notify IIA, in writing, if you suspect unauthorized attendance or use.
4. **No Assignment; No Transfer.** You agree not to transfer or assign the Training and/or this Agreement to a third-party.
5. **No Modification; No Reverse Engineering.** You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Training or Documentation or assist someone in performing such prohibited acts.



6. **No Implied Agreement.** There is no obligation to provide any services until a SOW has been executed by authorized representatives of both parties. The existence of this Agreement shall not be construed as imposing any obligation upon the IIA to agree to a SOW or to otherwise perform any services for the Customer.
7. **Subcontractors.** Customer acknowledges and agrees that IIA may use subcontractors and consultants to perform services under this Agreement or any SOW. If IIA uses subcontractors or consultants to perform services under this Agreement, IIA shall be responsible and accountable for the acts or omissions of IIA's representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. IIA agrees to impose the requirements of this Agreement on all IIA representatives, which includes IIA's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof assisting in the performance of the Agreement, and IIA shall execute a written agreement with each such IIA representative containing equivalent terms to this Agreement.
8. **Payment.**
  - 8.1. **Fees.**
    - 8.1.1. Fees for Training are due immediately upon execution of a SOW.
    - 8.1.2. Each SOW will set forth IIA's fees for the Training. All fees are in U.S. Dollars.
    - 8.1.3. Fees are exclusive of taxes, levies, duties, bank fees, assessments, governmental charges, and all other charges arising under this agreement ("Charges"). Charges are not included in the fee(s) for Training, and Customer is solely responsible for paying all Charges.
  - 8.2. **Billing and payment.**
    - 8.2.1. Customer is solely responsible for converting foreign currency into U.S. Dollars at the official rate of exchange prevailing and any related fees before remitting payment to IIA.
    - 8.2.2. Payments must be made by either wire transfer, ACH, certified check, bank check, or credit card, unless otherwise agreed to in advance in writing by the IIA. Credit card payments will be subject to an additional five percent (5%) fee.
    - 8.2.3. Customer shall have no right to offset or withhold under this Agreement.
    - 8.2.4. Any amounts not paid by Customer when due to IIA shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by Florida law (whichever is less), payable monthly. If any amounts due to IIA from Customer becomes past due for any reason, IIA may, in its sole discretion and without further notice, withhold further services until all invoices have been paid in full, and such withholding of services shall not be considered a breach or default of any of IIA's obligations under this Agreement.
  - 8.3. **Collection Expenses.** If IIA incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due under this Agreement, Customer agrees to reimburse IIA for all such costs, expenses, and fees.
9. **Representations and warranties.**
  - 9.1. **Limited Warranty.**
    - 9.1.1. **IIA Representations and Warranties.** The IIA represents and warrants to the Customer as follows:
      - 9.1.1.1. IIA will provide the Training timely, with diligence, and professionally;
      - 9.1.1.2. Any media on which the training materials are provided to Customer, if applicable, will be reasonably free from material defects;
      - 9.1.1.3. IIA will perform its responsibilities under this Agreement in a manner that does not infringe or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret, or other proprietary rights of any third-party;
      - 9.1.1.4. IIA is the lawful owner or licensee of the training materials or is otherwise authorized to utilize the training materials for the performance of Training;
      - 9.1.1.5. IIA has the right, without requiring any additional consent of any third party, to grant Customer a license to such Training Materials which are made under this Agreement; and
      - 9.1.1.6. IIA's provision of the Training will not violate any applicable law, rule, or regulation.
    - 9.1.2. IIA's sole liability for any breach of this warranty shall be, in IIA's sole discretion (i) to re-perform or replace the Training or Documentation, or (ii) if replacement or reperformance is impracticable, to refund the fee you paid for the Training.
    - 9.1.3. Customer must inform IIA of breach of warranty within ten (10) business days of the Training taking place. IIA will use reasonable commercial efforts to repair, replace, advise, or refund under the preceding warranty within thirty (30) days of being notified.
    - 9.1.4. If any modifications are made to the Training or Documentation by Customer during the warranty period, if the media is subjected to accident, abuse, or improper use, or if you violate the terms of this Agreement, then this warranty shall immediately terminate. This warranty shall not apply if the Training is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Training was designed to be used.

**LIMITATION OF WARRANTY.** THE WARRANTY IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE SERVICES, WORK



PRODUCT, OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. IIA DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. IIA SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT, OR DELIVERABLES PROVIDED BY THIRD-PARTY VENDORS IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE IIA DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE.

#### 10. Indemnification.

- 10.1. Customer Indemnities. You agree to defend, indemnify and hold harmless IIA, its suppliers, and its resellers from and against liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction, or distribution of the Training or Documentation, or your breach of any representation, warranty, or obligation under this Agreement.
- 10.2. IIA Indemnities. IIA agrees to indemnify, defend, and hold harmless Customer and its subsidiaries and affiliates and their respective officers, directors, employees, representatives, agents, successors, and assigns from any and all third-party losses and threatened losses (including, without limitation, attorneys' fees) only to the extent directly caused by any of the following: (i) IIA's infringement or misappropriation of any intellectual property of any third-party; Any claim or action by, on behalf of, or related to the gross negligence or willful misconduct of any IIA employees or contractors not materially due to the fault of Customer; IIA's breach of its obligations concerning Confidential Information; and IIA's willful or intentional misconduct or gross negligence.
- 10.3. Mutual Indemnities. Parties each agree to indemnify, defend and hold harmless the other and their respective subsidiaries and affiliates, officers, directors, employees, representatives, agents, successors, and assigns from any and all third-party losses and threatened losses (including, without limitation, attorneys' fees) arising from, in connection with, or based on allegations of, any of the following: (a) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person caused by the gross negligence or willful misconduct of the indemnitor; (b) the damage, loss or destruction of any real, tangible, or intangible personal property caused by the gross negligence or willful misconduct of the indemnitor; and (c) any claim, demand, charge, action, cause of action, or other proceeding asserted against the indemnitee but resulting from the gross negligence or willful misconduct of the indemnitor in its capacity as an employer of a person.
- 10.4. The SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements as explained in Attorney General Opinion 99-56, dated September 17, 1999. These indemnification provisions shall be valid and enforceable to the extent permissible under Florida law.

#### 11. Liability.

- 11.1. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL IIA, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE TRAINING (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL IIA BE LIABLE FOR ANY DAMAGES EVEN IF IIA SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM IIA'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL IIA'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE TRAINING.

Mitigation. You will have a duty to mitigate damages for which the you are responsible.

- 11.2. Florida Law The SBA is prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985. Any limitations on liability shall be valid and enforceable to the extent permissible under Florida law.

#### 12. Confidentiality.

- 12.1. Confidentiality of Training. The customer agrees the Training and Documentation is the IIA's confidential and proprietary information and agrees to only use it in accordance with the terms of this Agreement and not to disclose it, except where required by law, regulation, court order, or professional obligation. Customer's obligations under this section will survive the termination of this Agreement.



- 12.2. **Unauthorized use or disclosure of Confidential Information; equitable relief.** In the event the Customer discovers that the Training or Documentation has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify the IIA; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this Agreement. The parties agree and acknowledge that any breach or threatened breach regarding the treatment of the confidential information may result in irreparable harm to the IIA for which there may be no adequate remedy at law. In such event, the IIA shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.
- 12.3. **Confidentiality of SBA Information** IIA agrees to keep confidential any and all SBA information it obtains in the course of providing the services set forth in this Agreement except to the extent otherwise required to be disclosed by any applicable federal or state law provided that prior to any such disclosure pursuant to applicable law IIA shall give the SBA prompt written notice and IIA shall use all reasonable efforts, in good faith, to provide the SBA the opportunity to quash or abate such legal process or seek a protective order.
13. **Intellectual Property.**
- 13.1. **Ownership of work product.** This is not a work-for-hire Agreement. The copyright in all deliverables created hereunder for Customer shall belong to the IIA. All intellectual property rights in all pre-existing works and derivative works, as defined in title 17 U.S.C. § 101, as amended, of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the services hereunder are and shall remain the sole and absolute property of IIA, subject to a revocable, worldwide, non-exclusive license to Customer for its internal use as intended under this Agreement. This Agreement does not grant Customer any license to any of the IIA's products, which must be licensed separately.
- 13.2. **Intellectual Property Rights.** Intellectual property rights means any and all intellectual property rights existing from time to time under any law, including patent law, copyright law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the united states, or of any other country.
14. **Import/Export Restrictions.** You agree not to import or export the Training or any Documentation (or any copies thereof) or any products utilizing the Training or any Documentation in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify IIA from liability if you violate any such laws or regulations.
15. **Personal or protected information.**
- 15.1. **Personal information.** The IIA may collect, use, transfer, store, or otherwise process personal information concerning and disclosed by the Customer and Customer's employees, which includes maintaining the appropriate files to support the National Association of State Board of Accountancy requirements. Customer agrees that the IIA may process such personal information in various jurisdictions in which the IIA operates under the applicable laws and professional regulations. IIA will require any service providers that process personal information on our behalf to adhere to such requirements. Customer confirms it has the authority to provide such personal information to the IIA in connection with the performance of Training and that the personal information provided to the IIA has been disclosed under applicable law.
16. **Cooperation of Customer.** Customer agrees to comply with all reasonable requests of IIA and shall provide IIA's personnel with access to all documents and facilities as may be reasonably necessary to provide the services under the Agreement. Customer agrees to furnish adequate space at Customer's premises without charge for use by IIA's personnel while performing any Training.
17. **Relationship of the parties.** The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between the Parties' employees or agents.
18. **Force majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money on services performed before a force majeure event occurred, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of god, in addition to any and all events, regardless of their dissimilarity to the



- foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible.
19. **Governing law and Venue.** This Agreement will be governed by and interpreted under the laws of the state of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Leon County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. The Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.
  20. **Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction as illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
  21. **Headings; construction.** The headings/captions appearing in this Agreement have been inserted for convenience and ready reference and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party, regardless of which Party is more responsible for its preparation. Any ambiguity that might exist herein shall not be construed against the drafting Party.
  22. **Survival.** Each term and provision of this Agreement, that should by its sense and context survive any termination or expiration of this Agreement, shall survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
  23. **Rights cumulative.** The rights and remedies of the parties herein shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
  24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the others.
  25. **Authorized signatories.** The parties agree and warrant that the individuals signing this Agreement on behalf of the respective parties are authorized to execute such an agreement. No further proof of authorization shall be required.
  26. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the address above or to any other address published by the Party.
  27. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless signed by an authorized representative of the waiving Party in writing. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
  28. **Entire Agreement; Modification.** This Agreement, and any addendums attached hereto, is the entire Agreement between the parties concerning the subject matter hereof and supersedes any prior Agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.
  29. **Agreement Transparency.** Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information IIA has specifically identified and redacted from this Agreement as set forth in Exhibit A, IIA hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information IIA has specifically identified and redacted from any such amendment or addenda at the time IIA delivers an executed counterpart of such to the SBA, IIA hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. IIA hereby understands, acknowledges, and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.
  30. **Public Records.** Notwithstanding any provision in this agreement between the parties, [Vendor Name] acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, [Vendor Name] shall comply with Chapter 119, Florida Statutes. In particular, [Vendor Name] shall:
    - a. Keep and maintain public records required by the SBA in order to perform the services under the Agreement;



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- b. Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- c. 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 term of the Agreement and following completion of the Agreement if [Vendor Name] does not transfer the records to the SBA; and
- d. Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in [Vendor Name]'s possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If [Vendor Name] transfers all public records to the SBA upon completion of the Agreement, [Vendor Name] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If [Vendor Name] keeps and maintains public records upon completion of the Agreement, [Vendor Name] shall meet all applicable requirements for retaining public records. [Vendor Name] shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF IIA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IIA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FL 32317-3300  
(850) 488-4406  
SBAAGREEMENTS\_DL@SBAFLA.COM

31. E-Verify. shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. [Vendor Name] acknowledges that SBA is subject to and [Vendor Name] agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

In witness whereof, the parties hereto have executed this Agreement on the date set forth below.

[Redacted Signature Block]

[Redacted Signature Block]





## PRIVATE GROUP TRAINING Statement of Work

This Statement of Work is made by and between The Institute of Internal Auditors, Inc. ("IIA") and Florida State Board of Administration ("Customer" or "you") ("SOW"). This SOW is incorporated into the Master Group Training Agreement dated 05/02/2023. This SOW is effective as of the date the last party signs.

### Background

The IIA is pleased that the Customer has chosen the IIA's private group training services. The IIA utilizes professional consultants with practical internal audit experience and expertise ("Facilitator") to deliver high-quality internal audit training and certification preparation programs.

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

#### 1. **Training.**

1.1. The IIA is going to deliver the following Training:

Course Name	Start Date & Time	End Date & Time	Maximum # of Authorized Attendees	# of CPE Hours Awarded	Total
Fundamentals of IT Auditing	June 19, 2023 at 8:30am EST	June 20, 2023 at 4:30pm EST	7	16	\$5,100.00
<b>Subtotal of Services:</b>					<b>\$5,100.00</b>

- 1.2. The Training will be delivered live and in person on Customer's premises at 1801 Hermitage Blvd., Tallahassee, FL 32308.
- 1.3. The number of Continuing Professional Education (CPE) hours listed is the maximum amount that can be awarded to a participant upon satisfactory completion of the Training or certificate program.
- 1.4. The Training will be delivered following National Association of State Board of Accountancy ("NASBA") accreditation, if applicable.
- 1.5. The Customer will provide a complete course roster to the IIA one week prior to the day the Training starts ("Start Date"). All attendees must be registered with The IIA and have a Global Account Number ("GAN"). The GAN should be included on the course roster.
- 1.6. The IIA will coordinate the start time and end time for the Training each day with the Customer. All Training times are listed as the United States Eastern Time in the State of Florida.

#### 2. **Training Materials.**

2.1. The IIA will provide the following material(s) in conjunction with the performance of its services:

Materials	Quantity	Description	Total
Participant Materials	7	Physical copies of the training materials	\$0.00
<b>Subtotal of Training Materials:</b>			<b>\$0.00</b>

- 2.2. The IIA will provide a participant workbook, and applicable handouts, for each Authorized Attendee approximately fifteen (15) business days before the Start Date for the applicable Training.
- 2.3. Training materials may only be distributed to Authorized Attendees. Except as explicitly authorized by this SOW, Customer shall not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit the services or Training materials without the express written consent of the IIA.

#### 3. **Fees and Surcharges.** The Customer owes the following fees or surcharges under this SOW:



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Description	Total
N/A	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>

4. **Total Contract Value.** The Total Contract Value owed by Customer for the services and materials in this SOW is **\$5,100.00 ("Fee")**.

5. **Facilities.**

- 5.1. Customer shall provide appropriate meeting facilities with sufficient seating and space to accommodate the maximum number of attendees and the Facilitator. The room set up shall be in a "U" shape or in pods (cluster), unless otherwise indicated.
- 5.2. Customer shall provide and set up in advance of the start of the Training: a paper flip chart pad and stand, four (4) marking pens, laptop-compatible projector, projector stand, projector screen with a 120" diagonal, laptop computer and necessary cables to connect to the projector.

6. **Change Orders, Cancellation, Postponement.**

- 6.1. Either Party may request changes in the obligations of the Parties under this Agreement within the scope of this SOW consisting of additions, deletions, or other revisions to such obligations. If either party wishes to change such obligations, it shall submit a change request to the other Party in writing. If the change request relates to the participant or attendee count, then it must be submitted no later than five (5) business days prior to the Training Start Date, or it shall not be considered. If the change request is related to the training dates or times, then it must be submitted no later than ten (10) business days prior to the Training Start Date. For timely requests, IIA will create the Change Order and present to Customer for review, approval, and execution prior to the aforementioned deadlines. Parties agree that not all requests may be granted by the other party, and change requests may require changes to amounts and fees under this SOW.
- 6.2. Customer may cancel the Training up to thirty (30) days prior to the Start Date without penalty by providing written notice to IIA. Cancellation of the Training within thirty (30) calendar days of the Start Date will be subject to a cancellation fee equal to fifty percent (50%) of the Fee due immediately upon notice ("Cancellation Fee").
- 6.3. Customer may postpone the Training up to thirty (30) days prior to its Start Date without penalty by providing written notice to the IIA. If Customer postpones a Training within the thirty (30) calendar days of the Training's Start Date, then Customer must pay a rescheduling fee equal twenty-five (25) percent of the Fee due immediately upon providing written notice. If Customer postpones a Training but does not reschedule the Services within six (6) months of the original notice date, then Customer must pay the Cancellation Fee on the six (6) month notice anniversary date.

Parties agree this SOW may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

In witness whereof, the parties hereto have executed this SOW on the dates set forth below.

[Redacted signature area]

[Redacted signature area]