

THE UNIVERSITY OF MISSOURI PURCHASE SERVICES AGREEMENT

This Service Agreement entered into this _____ day of _____, by and between the **Curators of the University of Missouri**, a Missouri public corporation, (hereinafter referred to as "University") and _____ (hereinafter referred to as "Contractor") to provide certain services upon the following conditions:

1. SCOPE OF SERVICES

University engages Company to render, and Company agrees to render, the services **described in Exhibit A "Scope of Services"** upon the terms and conditions set forth herein.

2. DUTIES

- a. Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of the Services and shall perform the Services in a diligent, professional, and skillful manner.
- b. All Services performed under this Agreement will be performed by Contractor's employees unless written consent to use subcontractors or other persons is given by University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be _____ through _____, unless terminated as follows:
- b. The University may terminate this contract at any time by providing a 30 day notice. Contractor shall be paid for work completed prior to notice, and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at a not to exceed amount of \$ _____
- b. Payment will be made within thirty (30) days from receipt by the University of Contractor's completed invoice form. The invoice must show the Contractor's federal taxpayer id number.
- c. Final payment will be made after all required reports and /or services have been received and approved by the University. (if applicable)
- d. If travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform to existing University policy, which may be viewed at <http://www.umsystem.edu/ums/rules/bpm>. (if applicable)
- e. Contractor shall send invoices to the following:
 - i. Name:
 - ii. Department
 - iii. Street
 - iv. City State Zip
 - v. Email

5. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be allowed due to Contractor's failures to include such taxes or as a result of a change in Contractor's tax liabilities.

6. ASSIGNMENT

Neither this agreement nor any rights or obligations may be assigned or transferred by either Party to any person, corporation, partnership or other entity without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by registered or certified mail to the parties at the address shown below:

- i. University of Missouri Supply Chain
- ii. Attn: (name of Supply Chain representative)
- iii. Street
- iv. City State Zip

8. CONFLICT OF INTEREST

Contractor assures that to the best of Contractor's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Contractor, Contractor's family, business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, Company will advise University of such change.

9. NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and shall not act as an agent for the University, nor shall Contractor be deemed to be an employee of the University for any purposes whatsoever. The Contractor shall not enter any agreements or incur any obligations on the University's behalf or commit the University in any manner.

10. USE OF NAME (If applicable)

Contractor will not use directly or by implication the name of the University of Missouri or the name of any member of the University's staff working on this project or any information or data relating to the project for any product promotion or commercial publicity or advertising purposes, or in any way the aims, policies, programs, products, or opinions of the University without the prior written approval of the University.

11. INFORMATION TECHNOLOGY AND WEBSITE DESIGN (if applicable)

- a. Any Agreement for Service that involves development, creation, or modification of new and existing software; data capture or retrieval; application hosting; or assistance with unique projects must comply with University Division of IT security requirements prior to any work being performed by Contractor.
- b. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri-Columbia websites must comply with the requirements set forth by MU Web Communications Office prior to any work being performed by Contractor.

12. INTELLECTUAL PROPERTY (if applicable)

- a. The Contractor ("Contractor") agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri ("University"), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property^[1] developed, created, and/or invented under or pursuant to this Contractor Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of

^[1] "Intellectual Property" means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Contractor Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information related to the work being performed under this Contractor Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

any moral rights or rights of restraint Contractor has in the Intellectual Property, Contractor hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to the Intellectual Property; and all rights corresponding to any of the foregoing, throughout the world.

- b. Contractor agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Contractor's signature to apply for and pursue any application covering the Intellectual Property, then Contractor hereby irrevocably designates and appoints University and its duly authorized officers and agents as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Contractor.
- c. Whenever any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contractor Agreement, Contractor shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Contractor will, at the University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Contractor's rights will be determined in accordance with 37 CFR 401.

13. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

14. APPLICABLE DIGITAL ACCESSIBILITY LAWS AND REGULATIONS

As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligation, Supplier shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University, and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

15. LIABILITY AND INSURANCE

- a. Liability - The Contractor agrees to defend, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Contractor, its employees or agents in performance of the work under this Agreement.
- b. Insurance – During the term of this Agreement, Contractor agrees to carry, at its own expense, the minimum limits set forth on Exhibit B. The University shall be named as an additional insured for insurance listed as item 1 on Exhibit B. Insurance must be written by insurance

companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and have an A.M. Best rating of at least A-, VIII. Certificates of insurance evidencing all insurance coverage shall be provided to the University prior to the commencement of Services by Service Provider. Such policies shall contain a provision that the insurance shall not be canceled without two (2) days prior written notice to University.

16. DEBARMENT AND SUSPENSION

The Contractor to the best of his/her knowledge and belief that he/she and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

17. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by the laws of the State of Missouri.

18. ENTIRE AGREEMENT; AMENDMENT

This writing and the exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties on the same subject matter. No oral statement or representation shall change or otherwise affect any provisions herein. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party effective as of the date first above written.

SIGNATURES:

**On Behalf of the
Curators of the University of Missouri**

Contractor Name

BY: _____

BY: _____

Printed Name:

Printed Name:

Title:

Title:

DATE: _____

DATE: _____

Approved as to
Legal Form



[Signature]

Preapproved University of Missouri System legal document as of September 8, 2020.

Sep 08, 2020

Exhibit A

Scope of Services

Instructions: Provide a detailed statement of work for which the successful vendor will be responsible. Provide all costs proposed to be covered by the University. Additional documentation may be attached.

Information to be considered as part of Scope of Services shall include any or all of the following:

- **Business Requirements** – Describe the extent of the services to be performed, and the overall objectives of the agreement. Enumerate the specific duties to be performed and the expected outcomes. Include a detailed listing of responsibilities.
- **Technical Requirements**– Identify any technical requirements necessary to achieve or facilitate the successful completion of the services being performed. (May not be applicable for all services.)
- **Milestones or Deliverables** – Provide a schedule for when specific tasks must be completed or when the University should expect the deliverables as listed. Identify what happens if not met. Identify if status updates are required, and frequency.
- **Ongoing Support and Maintenance** – Include a list of vendor responsibilities after the conclusion or development of project. (May not be applicable for all services.)
- **Place of Performance**: Identify where the services will be performed. If performance will occur at multiple University locations, indicate which tasks must be completed where. If service will be at the vendor's facility, only state that requirement.
- **Payment** – Include the total cost of the services being performed, including how cost is determined, and the expected payment schedule.

Exhibit B Insurance Requirements

The University requires outside parties who will be performing work or providing services to the University, or those using University facilities to provide evidence of certain types of insurance coverage at specified minimum limits. In most instances, outside parties are required to name the University as an additional insured and to provide a certificate of insurance (COI) before commencing work or before using a University facility.

Insurance Requirements for Outside Parties

In general, all outside parties providing work, or services, or using University facilities are required to carry the following types and amounts of insurance coverage.

Commercial General Liability (GL)

The University requires all contractors to carry comprehensive general liability insurance (GL). The following table indicates the minimum insurance limit requirements for different types of vendors.

Level of Required General Liability Limits (certain situations may warrant different levels)

Low Risk (Examples: Service Vendors; general consultant; actor/artist/musician; single event caterer/food service provider; janitorial; travel agencies; photography)	Medium Risk (Examples: general equipment repair/on-site installation work; inflatable attraction and amusement rentals; outdoor concerts; auto repair; building and grounds maintenance, such as tree removal, plumbing, electrical)	High Risk (Examples: childcare; elevator maintenance; pyrotechnical displays, asbestos abatement, industrial food service vendor, roofing and scaffolding work)
\$1 million per occurrence/\$2 million aggregate	\$2 million per occurrence/ \$5 million aggregate	\$5 million per occurrence/ \$10 million aggregate

Workers' Compensation

Contractors and suppliers with employees must carry the state statutory minimum workers' compensation coverage limits and \$500,000 for Employer's Liability. This coverage applies when required by state law.

Automobile Liability

If the outside party uses vehicle that is integral to the work performed for or services provided to the University, outside parties working for the University must carry:

- Bodily injury and property damage;
- \$1,000,000 combined single limit per occurrence; and
- Includes owned, non-owned and hired (or any) vehicle coverage.

Professional Liability

When a supplier has a professional designation or license and/or is providing professional services, the University requires:

- \$1,000,000 per occurrence for low risk activities

This coverage is required in addition to general liability (GL) coverage.

Data Breach and Errors & Omission coverage

Information tech or Intellectual Property Exposure: If the vendor or service is capturing, transmitting or has access to PII, PHI or PCI then add \$1,000,000 per occurrence minimum for low risk. Depending on the situation, please discuss with RIM.

Certificate of Insurance Requirements

A certificate of insurance (COI) is a document that shows proof of insurance coverage. Contractors, suppliers, or other outside parties who will be performing work for or services to the University, or using University facilities are required to provide evidence of the insurance required by the University by submitting a certificate of insurance to UM Supply Chain.

The certificate of insurance must:

- **The Curators of the University of Missouri, including its officers, agents, and employees** shall be included as an additional insured under the outside party's general liability policy, and state that the policy is primary to any other valid or collectable insurance in force.
- Demonstrate insurance policies are underwritten by a carrier rated at least "A-, VIII" by Best Rating Agency.
- Contain a provision that a two (2) day prior written notice of cancellation shall be sent to the University.