UNIVERSITY OF MISSOURI

**AGREEMENT**

**Name** (hereinafter referred to as “Company”) hereby retains The Curators of the University of Missouri on behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “University”)

to furnish certain services upon the following terms and conditions:

**I. CHARACTER AND EXTENT OF SERVICE**

1. University’s services hereunder are to train Company on the following:

**II. PERIOD OF SERVICES AND TERMINATION**

The period of performance shall be Start through End, unless terminated as follows:

1. By mutual agreement of the University and Company, or
2. The University may terminate this contract at any time by providing 30 days notice.

**III. COMPENSATION**

1. Company will pay the University for services performed hereunder in accordance with the following schedule.
	1. Personal Services

Rate: $\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_ for \_\_\_\_\_\_\_ (units) $\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Travel and subsistence
		+ Are to be reimbursed. $\_\_\_\_\_\_\_\_\_\_\_\_\_
		+ Are not to be reimbursed
	2. Other $\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Total (Not to exceed) $\_\_\_\_\_\_\_\_\_\_\_\_\_
1. Payment will be made upon submission by the University of Missouri of a completed invoice form.

**IV. LIABILITY AND INSURANCE**

1. Liability:

The Company 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 Company, its employees or agents under this Agreement.

1. Insurance:

Company:

Company agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Company is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability: Company agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

 University Insurance:

The Curators of the University of Missouri has a self- funded program for its auto and general liability losses. The self- funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents and employees.

The auto and general liability program has a limit of $1,000,000 per occurrence and $3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made".

The Curators of the University of Missouri are an approved Missouri self-insurer for Workers’ Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Worker’s Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers’ Compensation Exposure.

The University is required to maintain coverages as stated and notify the Party of a carrier change.

**VI. ASSIGNMENT**

The Company may not assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the University.

**VIII. INTELLECTUAL PROPERTY**

1. The Curators of the University of Missouri (“University”), shall own 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]](#footnote-1)[1] developed, created, and/or invented under or pursuant to this 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 any moral rights or rights of restraint Company has in the Intellectual Property, Company 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.

**IX. CONFLICT OF INTEREST**

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

**X. NATURE OF RELATIONSHIP**

The relationship of the University to Company shall be that of an independent contractor and nothing contained in this Contract shall be construed to create the appearance of an employer/employee relationship. The University shall have no authority to represent itself as an agent of Company or to bind Company for any obligation or expense not specifically stated in this Contract. The Company shall not enter into any agreement or incur any obligations on the University's behalf or commit the University in any manner.

**XI. APPLICABLE LAW**

This Contract shall be governed by the laws of the State of Missouri.

**XII. ENTIRE AGREEMENT**

This Contract and attachments hereto contain the entire agreement between the two parties. All modifications must be in writing and signed by the duly authorized officials of both parties. No oral agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Contract.

This Agreement is made and entered into this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
| **The Curators of the University of Missouri** |  | **Company** |
|  |  |  |
| BY: |  | BY: Name |
|  |  |  |
| DATE |  | DATE |

1. [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 Consultant 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 Consultant Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws. [↑](#footnote-ref-1)