

THE UNIVERSITY shall provide certain services to the Contractor.

1. SCOPE OF SERVICES

The University engages the Contractor 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 timely completion of the Services and shall perform the Services in a professional and diligent manner.
- b. All Services performed under this Agreement shall be performed unless written consent to use subcontractors is obtained from the University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be for the term specified in Exhibit A.
- b. The University may terminate this Agreement at any time without cause. The Contractor shall be paid for work completed up to the date of termination and for the completion of specific tasks and deliverables.

4. COMPENSATION

- a. The University shall pay the Contractor for the Services as set forth in Exhibit A, at a not to exceed the amount specified therein.
- b. Payment will be made within thirty (30) days of the date of a completed invoice form. The invoice must be submitted to the University in accordance with the University's invoice procedures.
- c. Final payment will be made after the Services have been approved by the University. (if applicable)
- d. If travel expenses are to be reimbursed, the Contractor shall submit receipts attached to the invoice. Reimbursement shall be made in accordance with the University's existing travel policy, which is attached as Exhibit B.

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 status.

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

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.

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

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. s. d liste 70 ngf th) 4 shans) 50 debe 70 ion.) 31200-70V() 11920

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.