

**UNIVERSITY OF MISSOURI-ST. LOUIS
CONSULTING SERVICES CONTRACT**

DOLLAR AMOUNT:
PROJECT TITLE:

COMMENCEMENT DATE:

COMPLETION DATE:

THIS AGREEMENT made this ___ day of _____, 20____ is by and between The Curators of The University of Missouri hereinafter called the 'University' and _____ hereinafter called the 'Consultant/Contractor'

WHEREAS THE UNIVERSITY AND THE CONSULTANT/CONTRACTOR DO MUTUALLY AGREE THAT

- 1) The Consultant/Contractor agrees to the Specifications of Work to be Performed in ATTACHMENT A, herein incorporated. The methods and manner Consultant/Contractor uses to accomplish that work are not specified by the University. Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request.
- 2) The University shall pay the Consultant/Contractor for services rendered as shown below:

Contract Price for Services \$ _____
Not to Exceed

To be billed as follows: _____
Described here _____

Said payment to be made by the University upon receipt and certification of an itemized invoice submitted on the Consultant/Contractor's usual billing form or letterhead to: University of Missouri-St. Louis, Attention: _____, One University Boulevard, St. Louis, Missouri 63121. Payment due within 30 days of receipt of invoice.

- 3) The Consultant/Contractor shall indemnify, defend and save harmless the University, its officers, agents and employees from any loss, liability, claim, damage and expense, including reasonable attorney's fees, arising from or attributable to any acts or omissions of the Consultant/Contractor, its officers, agents and employees in performing its obligations under this Agreement, including without limitation for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data.
- 4) This agreement shall be governed by the laws of the State of Missouri as to interpretation and performance..
- 5) This agreement may be amended only in writing signed by both parties.
- 6) This agreement may not be assigned in whole or in part without written consent of the University.
- 7) Contractor/Consultant to supply all tools necessary to perform work called for by this agreement.
- 8) This agreement may be terminated with ten days written notice by either party.
- 9) PATENTS. Whenever any invention or discovery is made or conceived by Consultant/Contractor in the course of or in connection with this Consultant/Contractor Agreement, Consultant/Contractor shall furnish University with complete information with respect thereto and University shall have the sole power to determine the disposition of title to and all rights under any application or patent that may result. Consultant/Contractor will, at University's expense, execute all documents and do all things necessary or proper with respect to such patent application.
- 10) a.) The Consultant ("Consultant") 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 Consultant 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 Consultant has in the Intellectual Property, Consultant 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.

[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.

b.) Consultant 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 Consultant's signature to apply for and pursue any application covering the Intellectual Property, then Consultant hereby irrevocably designates and appoints University and its duly authorized officers and agents as Consultant's agent and attorney-in-fact to act for and in Consultant'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 Consultant.

c.) Whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this Consultant Agreement, Consultant 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. Consultant 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 Consultant's rights will be determined in accordance with 37 CFR 401.

11) DEBARMENT AND SUSPENSION CERTIFICATION. The contractor certifies to the best of its knowledge and belief that it 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).

12) The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.

IN WITNESS WHEREOF, the University and the Consultant/Contractor has executed this Agreement.

BY THE CONSULTANT/CONTRACTOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Signed: _____

By _____

Name: _____

Title _____

Title _____

Address: _____

(Department Approval)

Are you a citizen or resident of the U.S.? ☐ Yes ☐ No

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current INS classification: _____

Country of permanent residence: _____

Tax treaty and treaty article: _____

Note: The University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal, instrumental, musical, comedy, dramatic, dance or other similar performance conducted in this state before a live audience, if the amount of the payment is in excess of \$300. The amount of the tax is 2%.