UNIVERSITY OF MISSOURI-ST. LOUIS
CONSULTING SERVICES CONTRACT

DOLLAR AMOUNT: COMMENCEMENT DATE: COMPLETION DATE:

PROJECT TITLE:

THIS AGREEMENT made this _____day of _____, 20____ is by and between The Curators of The University of Missouri hereinafter called the 'University' and _____, Inc. hereinafter '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) The parties agree that the aforementioned work shall constitute a work for hire, and the copyright and all intellectual property rights shall be owned by the Curators of the University of Missouri.

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

12) 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).

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

BY THE CONSULTANT/CONTRACTOR

Signed_____

Name_____

Title_____

Address_____

_____

Taxpayer Identification No. (E.I.N.)_____

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By_____

Title_____

(Revised 10/2007)