UNIVERSITY OF MISSOURI-ST. LOUIS
PERSONAL SERVICE 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 _____ hereinafter called the 'Consultant/Contractor'

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

1) The individual Consultant/Contractor agrees to the Specifications of Work to be Performed as described 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 personal 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 Blvd., St. Louis, Missouri 63121. Payment due within 30 days of receipt of invoice.

3) The Consultant/Contractor is an Independent Consultant/Contractor for whom no Federal or State Income tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, workers compensation and similar benefits available to University employees will accrue. The Consultant/Contractor further understands that annual information returns as required by the Internal Revenue Code and Missouri's Income Tax Law will be filed by the University with copies sent to the Consultant/Contractor. The Consultant/Contractor will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor hours of work, working conditions, payment of wages, payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons when required by law.

4) 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.

5) This agreement shall be governed by the laws of the State of Missouri as to interpretation and performance.

6) This agreement may be amended only in writing signed by both parties.

7) This agreement may be terminated with ten days written notice by either party.

8) This agreement may not be assigned in whole or in part without written consent of the University.

9) Contractor/Consultant to supply all tools necessary to perform work called for by this agreement.

10) 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.

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.

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

BY THE CONSULTANT/CONTRACTOR

Signed_____

Name: _____

Title_____

Address: _____

_____

S.S. No. _____

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By_____

Title_____