

ATTACHMENT G : PROFESSIONAL SERVICES AGREEMENT

**THE UNIVERSITY OF MISSOURI
SERVICES AGREEMENT – Information Technology Development**

This Service Agreement entered into this _____ day of _____, by and between the **Curators of the University of Missouri**, a Missouri public corporation, (hereinafter referred to as “University”) and _____ (hereinafter referred to as “Contractor”) to provide certain services upon the following conditions:

1. SCOPE OF SERVICES

University engages Contractor to render, and Contractor agrees 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 professional quality, technical accuracy, and timely completion of the Services and shall perform the Services in a diligent, professional, and skillful manner.
- b. All Services performed under this Agreement will be performed by Contractor’s employees unless written consent to use subcontractors or other persons is given by University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be _____ through _____, unless terminated as follows:
- b. The University may terminate this contract at any time by providing a 30-day notice. Contractor shall be paid for work completed prior to notice, and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at a not to exceed amount of \$ _____.
- b. Payment will be made within thirty (30) days from receipt by the University of Contractor’s completed invoice form. The invoice must show the Contractor’s federal taxpayer ID number.
- c. Final payment will be made after all required reports and/or services have been received and approved by the University.
- d. If travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform to existing University policy, which may be viewed at <http://www.umsystem.edu/ums/rules/bpm>. (if applicable).
- e. Contractor shall send invoices to the following:
 - i. Name:
 - ii. 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 liabilities.

6. ASSIGNMENT

Neither this agreement nor any rights or obligations may be assigned or transferred by either Party to any person, corporation, partnership or other entity without the prior written consent of the other Party.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by registered or certified mail to the parties at the address shown below:

University of Missouri Supply Chain
2910 Lemone Industrial Blvd.
Columbia Mo. 65201

8. CONFLICT OF INTEREST

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

9. NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and shall not act as an agent for the University, nor shall Contractor be deemed to be an employee of the University for any purposes whatsoever. The Contractor shall not enter into any agreements or incur any obligations on the University's behalf or commit the University in any manner.

10. USE OF NAME (if applicable)

Contractor shall not use directly or by implication the name of the University of Missouri or the name of any member of the University's staff working on this project or any information or data relating to the project for any product promotion or commercial publicity or advertising purposes, or in any way the aims, policies, programs, products, or opinions of the University without the prior written approval of the University.

11. INFORMATION TECHNOLOGY AND WEBSITE DESIGN

- a. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites; software; data capture or retrieval; application hosting; or assistance with unique projects must comply with University Division of Information Technology requirements prior to any work being performed by Contractor.

- i. Security Requirements

All information technology (IT) web sites, web applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices (e.g. OWASP).

Quality Assurance testing must be conducted and must include, as applicable, authentication, authorization, and accounting functions, as well as any other activity designed to validate the functionality, integrity, availability and security of the solution.

In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Contractor agrees to restrict access to University data to only those employees who have a business reason to access the information. Contractor further agrees, if requested by

the University, to require each employee who will have access to University data to sign a confidentiality agreement in a form satisfactory to the University and to provide a copy of all such agreements to the University.

If applicable, Contractor agrees to allow the University to conduct a security audit of any software or web application used to provide the service described within this contract solely for the purpose of identifying vulnerabilities that could compromise the security of the University's data or other IT assets and further agrees to remediate any identified vulnerabilities at its own cost.

Contractor certifies that it has read and will comply with the following University policies:

- Information security standards: <https://www.umsystem.edu/ums/is/infosec/>
- Policy on application security: http://bppm.missouri.edu/chapter13/13_120.html
- Guidelines for application development: <https://www.umsystem.edu/ums/is/infosec/sections-sysapp>
- Definitions and requirements of data classification: <https://www.umsystem.edu/ums/is/infosec/classification-definitions>

ii. Accessibility Requirements

Contractor warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The University will request that the Contractor resolve any complaint regarding accessibility of its products or services at no cost to the University. Any implementation of such a resolution request will be governed by the existing agreement between the University and the Contractor.

Contractor certifies that it has read and will comply with the following policies:

- University of Missouri Accessibility Policy: http://bppm.missouri.edu/chapter1/1_025.html
 - Section 508 standards: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards>
 - WCAG 2.0 levels A and AA: <https://www.w3.org/WAI/intro/wcag>
- b. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites must comply with the identity and branding requirements and user experience/consistency set forth by Digital Service prior to any work being performed by Contractor. Contractor is encouraged to discuss these requirements with Digital Service before the final SOW is agreed upon to determine how these standards will apply to the client organization. Standards on identity and branding and user experience/consistency may be found at: <http://identity.missouri.edu>.

12. INFORMATION TECHNOLOGY SOLUTIONS REQUIREMENTS QUESTIONNAIRE (ITSRQ) (if applicable)

The ITSRQ is intended to establish standards and guidelines that align with University requirements in three main areas: Security, Accessibility and Enterprise Architecture. In order to verify that the deliverables adhere to these requirements, Contractor agrees to complete the University's ITSRQ and return it to the University for review/approval before the product/service goes into production. If the work being performed is for an existing product/service, the ITSRQ must be completed no later than 60 days after receiving the ITSRQ from the University.

- a. Final deliverables covered in this statement of work will require approval from the following University of Missouri departments or units:

<input checked="" type="checkbox"/>	Digital Service	<input type="checkbox"/>	Enterprise Architecture	<input checked="" type="checkbox"/>	Information Security
<input checked="" type="checkbox"/>	Adaptive Computing	<input checked="" type="checkbox"/>	Treasurer's Office (PCI)		

- b. Approvals in each unit are subject to the following criteria. A configured ITSRQ form can be provided to the Contractor at the start of development so that the Contractor can tailor the solution to address ITSRQ concerns.

Department	Criteria	Approval Timeline
Digital Service	Compliance with the identity policy per the above web link. Questions should be addressed with Digital Service anytime during development.	Digital Service will review a site after full development, but PRIOR to launch.
Digital Accessibility	<p>The University of Missouri strives to design, develop and procure Information and Communication Technology (ICT) that is accessible to people with disabilities and adheres to the accessibility laws, standards and policies.</p> <p>Per the Digital Accessibility of Communications and Information Technology 13:010, suppliers, vendors, and contractors must develop, design, and procure accessible ICT to help us stay in compliance.</p> <p>Visit Purchasing Technology for additional details on accessibility compliance.</p>	<p>The awarded contractor must design and develop Information and Communication Technology (ICT) that is accessible to people with disabilities and adheres to accessibility laws, standards and policies to help us stay in compliance.</p> <p>The University of Missouri's Division of IT will conduct an internal accessibility audit before the site's scheduled launch date. Allow two (2) weeks for DoIT to conduct the accessibility audit and provide the results.</p> <p>Contact Carmen Schafer at 573-882-8838 or schafercg@missouri.edu to schedule the accessibility audit or for questions on the accessibility requirements.</p> <p>For more information, explore the following digital accessibility resources:</p> <ul style="list-style-type: none"> • MU Digital Access website • Missouri Online website
Information Security	Completion of the Information Technology Security Questionnaire (ITSQ) and Authentication tab, if applicable, included as part of the ITSRQ.	Approval is based on an acceptable ITSQ and authentication method, if applicable. An internal assessment or approved third-party scan may be required.
Enterprise Architecture	Completion of the ITSRQ tabs related to integration of the solution to University systems and (if applicable) vendor hosting.	Approval is based on an approved ITSRQ that is completed by the contractor prior to final payment.
Treasurer's Office	Required if PCI is in scope. Includes, but not limited to, Attestation of Compliance, Level 1 Service Provider, signed PCI Security Addendum, Self-Assessment Questionnaire and Security Review.	Approval checkpoints are pre-implementation and post-implementation.

13. INTELLECTUAL PROPERTY (if applicable)

- a. The Contractor ("Contractor") 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

^[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 Contractor 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 Contract Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

to this Contractor 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 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 CFR401.

14. LIABILITY AND INSURANCE

- a. Liability - The Contractor 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 Contractor, its employees or agents in performance of the work under this Agreement.
- b. Insurance – During the term of this Agreement, Contractor agrees to carry, at its own expense, the minimum limits set forth on Exhibit B. The University shall be named as an additional insured for insurance listed as item 1 on Exhibit B. Insurance must be written by insurance 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. Contractor 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.*

15. 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.

16. 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 from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

17. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by the laws of the State of Missouri.

18. ENTIRE AGREEMENT; AMENDMENT

This writing and the exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties on the same subject matter. No oral statement or representation shall change or otherwise affect any provisions herein. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party effective as of the date first above written.

SIGNATURES:

**On Behalf of the
Curators of the University of Missouri**

Contractor Name

BY: _____

BY: _____

Printed Name:

Printed Name:

Title:

Title:

DATE: _____

DATE: _____

Document legal approved dated -----

Exhibit A Scope of Services

Instructions: Provide a detailed statement of work for which the Contractor shall 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. Include a detailed listing of responsibilities.
- **Technical Requirements**– Identify any technical requirements necessary to achieve or facilitate the successful completion of the services being performed. (May not be applicable for all services.)
- **Milestones or Deliverables** – Provide a schedule for when specific tasks must be completed or when the University should expect the deliverables as listed. Identify what happens if not met. Identify if status updates are required, and frequency.
- **Ongoing Support and Maintenance** – Include a list of vendor responsibilities after the conclusion or development of project. (May not be applicable for all services.)
- **Place of Performance**: Identify where the services will be performed. If performance will occur at multiple University locations, indicate which tasks must be completed where. If service will be at the vendor's facility, only state that requirement.
- **Payment** – Include the total cost of the services being performed, including how cost is determined, and the expected payment schedule. Total cost should not be paid upfront and a payment schedule should be developed to reflect milestones or deliverables.

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 at specified minimum limits. In most instances, outside parties are required to name the University as an additional insured and to provide a certificate of insurance (COI) before commencing work or before using a University facility.

Insurance Requirements for Outside Parties

In general, all outside parties providing work, or services, or using University facilities are required to carry the following types and amounts of insurance coverage.

Commercial General Liability (GL)

The University requires all contractors to carry comprehensive general liability insurance (GL). The following table indicates the minimum insurance limit requirements for different types of vendors.

Level of Required General Liability Limits

Low Risk	Medium Risk	High Risk
\$1 million per occurrence/\$3 million aggregate	\$2 million per occurrence/ \$5 million aggregate	\$5 million per occurrence/ \$10 million aggregate
Consultant (General Management, Software)	Repair/Maintenance/Onsite Installation Work	Hazardous Waste Transporter/Handler
Actor/Artist/Musician	Professional Health Care Provider (MD, RN, therapists)	Charter Bus Company
Caterer/Food Service Provider (single event)	Inflatable Attraction & Amusement Rental (carnival attraction, mechanical bull)	Airplane Charter
Photographer/Videographer	Outdoor Concerts	Industrial Food Service Vendor
Independent Consultant/Coach	Limo/Car with Driver Tournaments, Practices, Competitions, Athletic Demonstrations	Asbestos Abatement
Floor Refinisher	Electrician	Elevator Work
Cleaner	Architect, Exterior Contractor (facades, sidewalks, concrete work), Exterminator	Roofing & Scaffolding Work

Workers' Compensation

Contractors and suppliers with employees must carry the state statutory minimum workers' compensation coverage limits and \$500,000 for Employer's Liability. This coverage applies when required by state law.

Automobile Liability

If the outside party uses vehicle that is integral to the work performed for or services provided to the University, outside parties working for the University must carry:

- Bodily injury and property damage;
- \$1,000,000 combined single limit per occurrence; and
- Includes owned, non-owned and hired (or any) vehicle coverage.

Professional Liability

When a supplier has a professional designation or license and/or is providing professional services, the University requires:

- \$1,000,000 per occurrence for low risk activities

This coverage is required in addition to general liability (GL) coverage.

Data Breach

If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Certificate of Insurance Requirements

A certificate of insurance (COI) is a document that shows proof of insurance coverage. Contractors, suppliers, or other outside parties who will be performing work for or services to the University, or using University facilities are required to provide evidence of the insurance required by the University by submitting a certificate of insurance to UM Supply Chain.

The certificate of insurance must:

- Name the Curators of the University of Missouri, including its officers, agents, and employees as an additional insured under the outside party's general liability policy, and state that the policy is primary to any other valid or collectable insurance in force.
- Demonstrate that insurance policies are underwritten by a carrier rated at least "A-, VIII" by Best Rating Agency.
- Contain a provision that a two (2) day prior written notice of cancellation shall be sent to the University.