



University of Missouri System

DATE

NAME

ADDRESS

RE: # – PROJECT NAME
University of Missouri – CAMPUS

Dear NAME:

Your team was short-listed as a proposer and submitted a proposal for the design/build project referenced above. The University selection committee has determined that your team submitted a responsive proposal. The Owner has awarded the Contract to another proposer. If your team wishes to receive the allocated stipend in exchange for conveying ownership of the intellectual property contained in your proposal, the attached General Consulting Agreement must be executed.

Enclosed are two copies of your General Consulting Agreement in connection with the above project. Sign and return both copies of this Agreement to me at the below address. An executed copy will be returned to you after it has been approved.

Forward all correspondence on this project to me as UM Project Manager. All work and changes to the original written project scope must be approved and authorized by me. Other work performed by the Consultant will not be funded.

Please submit invoices for this project on your company letterhead and identify the project name and number on the invoice to assure timely payment. All payment requests should be forwarded directly to me.

Sincerely,

NAME

TITLE

**UNIVERSITY OF MISSOURI
GENERAL CONSULTING AGREEMENT**

**Project Name (number)
Design/Build Proposal
University of Missouri-(campus)**

This Agreement dated this ____ day of _____, _____, to furnish specific consultant services, is made by and between The Curators of the University of Missouri, hereinafter called the "Owner", and (Name of Consultant), hereinafter called the "Consultant".

ARTICLE 1: SCOPE OF SERVICES

- 1.1 The Consultant will furnish to the Owner the following described services:
- Convey ownership of the intellectual property contained in Design/Build proposal dated DATE, as described in Exhibit "A" attached.
- 1.2 All final documentation associated with the services performed (e.g., reports, studies, etc.) will become the property of the Owner whether the project for which they are made is completed or not.

ARTICLE 2: TERM OF AGREEMENT

- 2.1 Work covered under this Agreement will be completed by (Date).

ARTICLE 3: COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 The Owner will compensate the Consultant on the following basis for services performed under this Agreement:
- \$_____ Lump Sum. (Total of Stipend)
- 3.2 Payments will be made upon submission to the University of invoices by the Consultant.
- 3.3 The compensation stated herein includes all applicable taxes. No additional compensation will be allowed due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

ARTICLE 4: NOTIFICATION

- 4.1 The Consultant will forward all project correspondence, documents and payment requests, etc., to (Name, Title, and Address of UM Project Coordinator), with a copy to (Name, Title, and Address of Campus Project Coordinator). The Consultant's work and any changes to the scope of services described in paragraph 1.1 will be authorized and approved by the Owner, prior to their execution.
- 4.2 Correspondence to the Consultant will be forwarded to: (Name, Address of Consultant's Representative)

ARTICLE 5: TERMS AND CONDITIONS

5.1 ASSIGNMENT OF SUBCONTRACTING

The Consultant shall not assign or transfer this Agreement, or an interest therein, or claim thereunder, nor subcontract any portion of the work thereunder without the prior written approval of the Owner.

5.2 TERMINATION OF AGREEMENT

The Owner may terminate this Agreement at any time, with or without cause, by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all work in connection with the performance of this Agreement. Payment shall be made for authorized services completed up to the date of the termination notice.

5.3 PATENTS

5.3.1 The Consultant shall hold and save harmless the Owner and its officers, agents, servants, and employees from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or unpatented invention, process, or article in the performance of this Agreement, including its use by the Owner.

5.3.2 Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

5.4 COPYRIGHT

The Owner will have the sole power to determine whether or not a copyright application will be filed for any published report or other document which results from the work performed under this Agreement. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

5.5 CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

5.5.1 Liability: The Consultant shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Consultant, any Subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

5.5.2 Insurance: The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with

the requirements set forth below. Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner.

- 5.5.3 Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The officers, employees, and agents of The Curators of the University of Missouri" as "additional insured". The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate, for both bodily injury and property damage combined.
- 5.5.4 Comprehensive Automobile Liability coverage to include coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.
- 5.5.5 Professional Liability Insurance will be provided by the Consultant to cover claims arising out of the negligent acts, errors and omissions by the Consultant, Subconsultant, or anyone directly or indirectly employed by them. The coverage provided will be not less than \$1,000,000 aggregate.
- 5.5.6 Worker's Compensation Insurance Coverage A: Worker's Compensation Insurance for all the Consultant's employees at the site of the project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirement of the Statutes of the State of Missouri. Coverage B: Employer's Liability, in a limit no less than \$500,000 for each of the three coverages listed for Employer's Liability.
- 5.5.7 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the Owner, e.g., all coverages should be placed with Insurance Carriers that are licensed to do business in the state of Missouri as an admitted Carrier and all coverages placed are subject to the Owner's approval as to form and content, as well as Carrier. All required coverages shall be obtained and paid for by the Consultant.
- 5.5.8 The Consultant shall furnish the Owner with certificates, Additional Insured endorsements, policies, or binders which indicate the Consultant and/or the Owner and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work. Consultant is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

5.5.9 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement.

5.6 EXAMINATION OF RECORDS

The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder.

5.7 CONFLICT OF INTEREST

A. The Consultant shall not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

B. The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any question regarding possible conflict of interest which may arise as a result of such change.

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

5.8 NONDISCRIMINATION

In connection with the furnishing of equipment, supplies, and/or services under the this Agreement, the Consultant and all subconsultants shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

5.9 APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS

The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Contractor shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to non-discrimination, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.

5.10 CERTIFICATES

A. The Consultant 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).

- B. If agreement is for \$100,000 or more, and if the Consultant is a company with ten (10) or more employees, then Consultant 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.

5.11 APPLICABLE LAW DEEMED INSERTED

This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be incorporated herein.

For CONSULTANT:

**For THE CURATORS OF THE
UNIVERSITY OF MISSOURI:**

Name

Name

Date

Title

Employer I.D. No.

Date

SDVE or HDVE Yes _____ No _____