

THE UNIVERSITY OF MISSOURI

PURCHASED SERVICE AGREEMENT

This Purchased Service Agreement ("Agreement") is entered into as of the date of last signature, 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 ("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 service shall be _____, 202__ through _____, 202__, unless terminated as follows:

The University may terminate this Agreement at any time, for any reason by providing thirty (30) days' notice written notice to Contractor. 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. No work, nor payment for such work, shall continue beyond the termination date.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at an amount not to exceed \$ _____.
- 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 https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses.

5. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be due to Contractor's failure to include such taxes or as the 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. REPORTING AND NOTICES

In performing services hereunder, Contractor shall report to and send invoices to the following individual:

Name and Title: _____
Phone Number: _____
Mailing Address: _____
Email Address: _____

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by personal delivery, registered or certified mail, or overnight express delivery to the parties at the address shown below. Except as otherwise provided in this Agreement, a notice is effective only if (a) the receiving Party has received the notice; and (b) the Party giving the notice has complied with the requirements of this section:

For University: _____
Name and Title: _____
Mailing Address: _____

For Contractor: _____
Name and Title: _____
Mailing Address: _____

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 will advise University of such change.

9. NATURE OF RELATIONSHIP

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

10. USE OF NAME

Contractor shall not use directly or by implication the name of the University 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. CONFIDENTIALITY

- a. In rendering services under this Agreement, Contractor may have access to information that is treated as confidential by University including without limitation technical, financial, business sensitive and personal information in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Contractor shall: a) treat all Confidential Information as strictly confidential; b) not disclose Confidential Information or permit it to be disclosed to any third party; and c) use Confidential Information only as required for the performance of the services described herein. Contractor shall notify University immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information.
- b. Confidential Information shall not include information that:
 - i. is or becomes generally available to the public other than through Contractor's breach of this Agreement;
or

- ii. is communicated to Contractor by a third party that had no confidentiality obligations with respect to such information.
- c. Contractor may disclose Confidential Information as may be required by applicable law or regulation, or pursuant to the valid request, subpoena or order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by the applicable law, regulation, or order. Contractor agrees to provide written notice of any such request, subpoena or order to an authorized officer of University within 24 hours of receiving same, but in any event sufficiently in advance of making any disclosure to permit University to contest the order or seek confidentiality protections, as determined in University's sole discretion.
- d. Upon termination of this Agreement, or upon University's request, Contractor will discontinue the use of the Confidential Information and will return or destroy, at University's sole option, any portion of the Confidential Information, except that Contractor may retain one (1) copy of the Confidential Information in a secure location solely for the purpose of ascertaining its obligations under this Agreement.

12. HIPAA (if applicable)

The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Missouri state laws pertaining to medical privacy (collectively, "Privacy Laws"). Contractor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the Parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a Party to the other, this Agreement may be terminated by either Party upon written notice to the other Party.

13. ACCESS TO BOOKS AND RECORDS

If either Party should be deemed a subcontractor of the other Party subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), that Party shall, until the expiration of four years after the furnishing of services pursuant to this Agreement, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, or any of their duly authorized representatives, a copy of the Agreement and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this Agreement by that party. If services or any duties of this Agreement are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement by that Party. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of this Agreement.

14. INFORMATION TECHNOLOGY – SECURITY, ACCESSIBILITY AND IDENTITY STANDARDS (if applicable)

- 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), 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/>
- 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

As required by 28 C.F.R. Pt. 35, Section 508 of the Rehabilitation Act, and RSMo. 161.935, as well as other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligation, Contractor shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG) 2.2 A and AA at minimum; (2) provide the University with an Accessibility Conformance Report; (3) respond within 15 days of notice to accessibility complaints or reported deficiencies at no cost to the University, and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility. If Contractor does not currently comply with WCAG 2.2 A and AA, they must provide confirmation that they have a roadmap in place to comply. The foregoing requirements are subject to the discretion of the University of Missouri System Director of Accessibility.

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

- [UM System 600.090 Digital Accessibility Policy](#)
- [Revised Section 508](#)
- [ADA Accessibility Standards](#)
- [W3C Web Content Accessibility Guidelines](#)

- 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 the University of Missouri campus that is requesting work in accordance with this Purchased Services Agreement, prior to any work being performed by Contractor. Contractor is encouraged to discuss these requirements with the business owner representative at the campus requesting the service before the final SOW is agreed upon to determine how these standards will apply to the client organization.
- c. Final deliverables covered in this statement of work may require additional approvals, such as an internal assessment or approved third-party scan to verify security, accessibility and branding standards are being met. For software applications, this may also include completion of the University's Information Technology

Security Questionnaire (ITSQ) or Higher Education Community Vendor Assessment Toolkit (HECVAT), as determined by the University. An ITSQ or HECVAT form can be provided to the Contractor at the start of development, as requested. Prior to the product or service going into production, Contractor must contact the individual listed above in paragraph 7. Reporting and Notices and the business owner representative at the campus requesting the service to coordinate with the campus IT Department for final application/web/tool scans and final approvals.

15. IT MANAGER (HEALTH IT) (if applicable)

If Contractor is providing University with software or other information technology solutions, Contractor acknowledges that University has transitioned and delegated some of its IT-related functions to Cerner Corporation/Oracle Health and its personnel (the "IT Manager"), including, but not limited to, the monitoring, maintenance, and management of software and information technology solutions, in all cases solely for the University's business purposes and at the University's facilities (the "Transactions"). Contractor agrees that: (i) University may transition and delegate to the IT Manager the monitoring, maintenance, management, and incidental functions relating to Transactions, and (ii) University may permit the IT Manager or other contractor performing similar functions to access and use the software in furtherance of the foregoing, in each case in connection with the Transactions; provided, that the IT Manager or such other contractor shall be subject to and comply with all confidentiality and other license restrictions applicable to the University and the software under the Agreement in accordance with its terms.

16. INTELLECTUAL PROPERTY (if applicable)

- a. Contractor agrees to sell, assign and transfer and does hereby sell, assign and transfer unto 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 (hereinafter defined) developed, created, and/or invented under or pursuant to this 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 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 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 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, Contractor's rights will be determined in accordance with 37 CFR 401.
- d. As used in this Agreement, "Intellectual Property" means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this 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 Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

17. 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 officers, employees and agents of 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.

18. NON-DISCRIMINATION

In connection with the furnishing of equipment, supplies, and/or services under the Agreement, the Contractor and all subcontractors 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.

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.

19. ANTI-BOYCOTT OF ISRAEL

If this Agreement 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 Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Revised Statutes of Missouri.

20. DEBARMENT AND SUSPENSION CERTIFICATION

Contractor represents and warrants that neither it nor any of its owner, officers, directors, managers, or employees providing services under this Agreement are excluded from participation in any federal health care programs, as defined under 42 U.S.C. 1320a-7b(f), or any form of state Medicaid program. Contractor further represents and warrants that neither it nor any of its owners, officers, directors, managers, or employees providing services under this Agreement have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions

by any Federal or state department or agency. Contractor agrees to notify University of the commencement of any such proceeding to exclude, debar, suspend, or declare ineligible Contractor or any of its owners, officers, managers, or employees providing services under this Agreement within seven (7) business days of learning of it.

21. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement and all matters arising out of or relating to the entering into, interpretation and enforcement of this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any conflict of laws principles. Any proceeding to enforce or declare rights under this Agreement shall be brought only in a court of competent jurisdiction located in Missouri. The Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of inconvenient forum as to any action or proceeding in such venue.

22. ENTIRE AGREEMENT

This Agreement, including any documents incorporated in it, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may be amended only in writing 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:

The Curators of the University of Missouri	Contractor
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A

Scope of Services

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 the appropriate contracting office.

The certificate of insurance must:

- Name the officers, employees, and agents of The Curators of the University of Missouri 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.