

# CONSULTING AGREEMENT

The Curators of the University of Missouri on behalf of \_\_\_\_\_  
(hereinafter referred to as "University") hereby retains \_\_\_\_\_  
(hereinafter referred to as "Consultant") to furnish certain consulting services upon the following terms and conditions:

## I. CHARACTER AND EXTENT OF SERVICE

1. Consultant's services hereunder are to assist the University in the following project:
  
  
  
  
  
  
  
  
  
  
2. Consultant will perform the following services:
  
  
  
  
  
  
  
  
  
  
3. The Consultant is required to prepare and submit the following reports:

## II. PERIOD OF SERVICES AND TERMINATION

The period of performance shall be \_\_\_\_\_ through \_\_\_\_\_ unless terminated as follows:

- a. By mutual agreement of the University and Consultant, or
- b. The University may terminate this contract at any time by providing 30 days notice. Consultant 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.

## III. COMPENSATION

1. University will pay Consultant for services performed hereunder
  - a. Personal Services  
Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ (units) : \$ \_\_\_\_\_
  - b. Travel and subsistence  
Are to be reimbursed : \$ \_\_\_\_\_  
Are not to be reimbursed
  - c. Other: \$ \_\_\_\_\_
  - d. Total (Not to exceed) : \$ \_\_\_\_\_
2. Payment will be made upon submission of the fully executed contract by the department. The substantiation requirements of the University's Accountable Plan, which may be viewed at: [https://www.umsystem.edu/ums/policies/finance/expense\\_reimbursements](https://www.umsystem.edu/ums/policies/finance/expense_reimbursements) apply to non-employees. Reimbursements without proper accounting by the Consultant on a completed invoice form will be reported as income to the IRS. If, in addition to a consultant fee, 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 with existing University policy, which may be viewed at: [https://www.umsystem.edu/ums/policies/finance/allowable\\_travel\\_expenses](https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses).
3. Final payment will be made after all required reports have been received and approved by the University.

## IV. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

## **V. LIABILITY AND INSURANCE**

1. Liability: The Consultant 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 Consultant, its employees or agents in performance of the work under this Agreement.

### **For all Consultants other than Individuals:**

2. Insurance: The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below: 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 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 aggregate, for both bodily injury and property damage combined. In lieu of the "Additional Insured" endorsement, an Owners-Contractors-Protective policy may be provided evidencing "The Curators of the University of Missouri" as the Named Insured.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Subconsultant, or anyone directly or indirectly employed by them. The coverage provided will be not less than \$1,000,000 per occurrence and aggregate. All insurance shall be procured through agencies and 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 all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University 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 the University issuing a Notice to Proceed.

## **VI. ASSIGNMENT**

The Consultant may not assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the University.

## **VII. REPORTING**

In performing consulting services hereunder, Consultant shall report to and send invoices to the following individuals:

## **VIII. INTELLECTUAL PROPERTY**

1. The Consultant ("Consultant") 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<sup>[1]</sup> developed, created, and/or invented under or pursuant to this Consultant 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 Consultant has in the Intellectual Property, Consultant 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.

2. Consultant 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 Consultant's signature to apply for and pursue any application covering the Intellectual Property, then Consultant hereby irrevocably designates and appoints University and its duly authorized officers and agents as Consultant's agent and attorney-in-fact to act for and in Consultant'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 Consultant.
3. Whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this Consultant Agreement, Consultant 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. Consultant 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 Consultant's rights will be determined in accordance with 37 CFR 401.

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

## **IX. 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.

## **X. NATURE OF RELATIONSHIP**

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.

## **XI. DEBARMENT AND SUSPENSION CERTIFICATION**

The Consultant 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).

This agreement was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURES

The Curators of the University of Missouri

Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Additional Information Regarding Character and Extent of Services