

Business and Finance Division

SAINT LOUIS UNIVERSITY

STANDARD SERVICES AGREEMENT

This Agreement, ("Agreement"), is made and entered into on _____ by and between Saint Louis University, ("SLU"), a Missouri benevolent corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and _____, ("VENDOR"), a _____, in the state of _____, whose principal address, phone and facsimile is:

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Services To Be Performed.** VENDOR shall perform the services and provide all materials, tools and supplies applicable to the provision of such services (collectively, "the Services") which are more particularly described in **Exhibit A**, attached hereto and incorporated herein.
- 2. Terms of Payment.** Following completion of the Services and compliance with all terms and conditions contained herein, SLU shall pay VENDOR as more fully set forth in **Exhibit A**, attached hereto and incorporated herein. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of VENDOR. Should any breach of this contract by VENDOR whatsoever occur, no payment shall be due or owed by SLU, and the VENDOR shall be liable for any and all damages suffered and / or incurred by SLU for such breach of contract. If applicable, VENDOR shall utilize SLU's tax exempt status to purchase any goods or materials to be used solely in connection with VENDOR's provision of Services herein. VENDOR agrees to provide SLU with a completed standard IRS form W-9 prior to receiving payment from SLU. VENDOR is not obligated to provide additional W-9's to SLU once an original is on file unless VENDOR's legal reporting status has changed.
- 3. Termination.** This Agreement may be terminated without cause by SLU upon ten (10) business days' written notice to VENDOR. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party defaulted in the performance of any material obligation under this Agreement and such default was not cured within fifteen (15) days after written notice to cure such default.
- 4. Indemnification and Insurance.** VENDOR shall release, indemnify, and hold SLU, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against SLU, including reasonable attorney's fees (collectively "Claims"), arising out of (i) VENDOR's breach of this Agreement; (ii) VENDOR's provision of the Services including without limitation any Claims for breach of third party intellectual property resulting from VENDOR's provision of the Services and SLU's use of any Deliverables; or (iii) VENDOR's activities and use of SLU's facilities or equipment, whether from an occurrence at the property of SLU itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, except to the extent such Claims are caused by the gross negligence or willful misconduct of SLU as adjudicated by a court of competent jurisdiction.

If the total value of this Agreement exceeds \$10K, then VENDOR shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. VENDOR will name the University as an additional insured and provide SLU with satisfactory proof of insurance prior to providing Services. VENDOR shall immediately notify SLU in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.

5. **Laws, Rules and Regulations.** VENDOR represents and warrants that it has reviewed all SLU policies applicable to the Services and agrees to abide by all laws, rules, orders and regulations of federal, state and municipal governments which are applicable in any way to the provision of the Services. Any VENDOR travel associated with the Services shall be in accordance with SLU's travel policies, and any use of SLU property in performance of the Services shall be in accordance with applicable SLU policies regarding use of SLU facilities and all Services will be performed in accordance with SLU's policy on Civil Discourse, Speech and Expression.

6. **Intellectual Property.** Any and all work product and any associated intellectual property generated by VENDOR in the performance of the Services (the "Deliverables") is hereby assigned by VENDOR to SLU and is the sole property of SLU. VENDOR shall not acquire any rights of any kind in the Deliverables as a result of performing the Services.

7. **Confidentiality.** VENDOR acknowledges that, due to the scope of work and nature of services required under this Agreement, VENDOR, its employees, agents and/or representatives will/may have access to or receive confidential information of SLU that may include, but is not limited to, non-public personally identifiable information and/or any other non-public information related to SLU activities or its students, faculty and staff, regardless of whether or not such information is marked by SLU as confidential (the "Confidential Information"). VENDOR hereby represents and warrants to SLU, that all Confidential Information accessed or received as a result of this Agreement shall not be used or disclosed to any third party without SLU's express written consent, other than as necessary for the performance of the Services, except as required by law. VENDOR shall, when using Confidential Information, or when requesting Confidential Information from any individual or entity associated with SLU, limit the use of or access to such Confidential Information to the minimum level necessary to accomplish the intended purpose of the use. VENDOR shall implement appropriate safeguards to prevent the unauthorized use or disclosure of such Confidential Information and shall provide SLU with information concerning such safeguards as SLU may reasonably request. VENDOR shall promptly report to SLU any unauthorized use or disclosure of Confidential Information of which it becomes aware. VENDOR shall ensure that its employees, representatives, agents and subcontractors who have access to or receive Confidential Information will comply with the same restrictions and conditions as set forth herein. Upon expiration or termination of this Agreement, VENDOR shall return or destroy all Confidential Information, as directed by SLU. Both parties agree that this section shall survive termination or expiration of this Agreement.

8. **Use of Names and Marks.** VENDOR acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to SLU or its affiliated companies or assigns (collectively "Marks") are proprietary Marks of SLU and VENDOR will not use the Marks for any purpose except as expressly permitted in writing by SLU. Upon termination of this Agreement, VENDOR shall (i) immediately and permanently discontinue the use and display of any of the Marks; and (ii) immediately deliver to the University all goods bearing any Marks. Under no circumstances may VENDOR use the name, symbols or marks of SLU in connection with any advertisement for products or services.

9. **Control.** VENDOR retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. SLU retains only the right to control the ends to insure its conformity with the terms and conditions specified herein. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between VENDOR and SLU. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

11. **Force Majeure.** If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its

obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

12. **Audit.** When the total value of the Services exceeds \$10,000, VENDOR shall retain full, accurate and complete accounts and records in connection with the Services for a period of two (2) years, which may be copied and /or audited by SLU or SLU's representative at any time during regular business hours upon twenty-four hour's notice to VENDOR.

13. **Assignment.** This Agreement may not be assigned by VENDOR without the written consent of University. Any use of agents, sub-agents, subcontractors and the like by VENDOR must be approved in advance, in writing, by SLU.

14. **Amendments.** This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

15. **Notices.** Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five (5) days after mailing, or on the date delivered if by personal delivery.

16. **Severability / Waiver.** Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

17. **Affirmative Action.** SLU is an equal opportunity/affirmative action employer. As a part of its affirmative action policies and obligations, SLU is subject to and will comply with the provisions governing federal contractors as set forth in 41 C.F.R. § 60- 1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. §60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement by this reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color religion, sex or national origin. Moreover these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. **Integration.** This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

19. **Conflicts.** In the event a conflict arises between the terms and conditions set forth in the main body of this Agreement and **Exhibit A**, attached hereto or any other attachment, the terms set forth in the main body of this Agreement shall control over **Exhibit A** and **Exhibit A** shall control over any other attachment hereto.

20. If the Services involve work on any SLU property, VENDOR represents and warrants that it will maintain the property of SLU free and clear of all mechanics' and materialmen's liens. VENDOR agrees that, in case any liens should hereafter be filed against SLU's property which are related to this Agreement in any way whatsoever, then such liens so filed shall be released of record by VENDOR within ten (10) days of VENDOR's notice of the same, or, in the event VENDOR contests such lien(s), VENDOR shall post a bond sufficient to stay enforcement of the liens.

Saint Louis University:

By:

Printed Name:

Title:

Date:

VENDOR:

By:

Printed Name:

Title:

Date:

Exhibit A

Detailed Description of Services to be Performed:

Date and Time of Performance:

Date and Time of Completion:

Payment Terms:

Other Terms and Conditions: