

MISSISSIPPI VALLEY STATE UNIVERSITY

STANDARD SERVICES CONTRACT

This Agreement is between [_____], hereinafter referred to as "Contractor," a corporation organized and existing under the laws of the State of [____] with its corporate address being [_____], and the Mississippi Valley State University, a governmental entity of the State of Mississippi, hereinafter referred to as "MVSU", with its address at 14000 Hwy 82 W, Itta Bena, MS 38941. Contractor and MVSU are collectively referred to as the "parties."

In consideration of the mutual promises and agreements contained herein, the undersigned parties hereby agree as follows:

A. Statement of Work

Contractor will provide in a timely, satisfactory, and lawful manner, the services described in the attached and incorporated Exhibit A ("Services").

B. Term

This agreement shall become effective upon final signature below. The agreement shall commence on the effective date and shall continue until (_____), at which time this agreement shall automatically expire. However, upon mutual written agreement of both parties, if a renewal agreement is executed by both parties prior to the termination of this agreement, then this agreement may be renewed under these same terms. However, any renewal shall not extend the agreement more than a total of five (5) years. Any revisions to original terms shall be stated via written amendment.

C. Payment

MVSU agrees to pay the specified rate for the Services renderer under this Agreement as described in the attached and incorporated Exhibit B.

D. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the address shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

For MVSU:

14000 Hwy 82-W, #_____
Itta Bena, MS 38941-1400

STANDARD TERMS AND CONDITIONS

1. Payment Terms

MVSU shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by MVSU that such payments and all portions thereof are due, justified and warranted based on services received by MVSU in accordance with §31-7-305(2), Mississippi Code of 1972. No late payment fees or penalties shall apply in excess of those prescribed by law.

2. Availability of Funds

It is expressly understood and agreed that the obligation of MVSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MVSU to specifically perform the obligations set forth for MVSU under this agreement.

3. Equal Employment Opportunity

Contractor represents and understands that MVSU is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provisions of its services.

4. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party without the written consent of MVSU, and that any attempt to do so shall be void.

5. Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provisions of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

6. Failure to Enforce

The failure by MVSU at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right for MVSU to enforce the provisions at any time in accordance with the terms.

7. Contractor-Independent Contractor

Contractor shall always be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MVSU, and MVSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. MVSU shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. MVSU shall not provide to the contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by MVSU to its employees.

Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of MVSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, co-venture's, or any similar relationship between MVSU and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of MVSU.

8. Indemnification and Insurance

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MVSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In MVSU's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to MVSU. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and MVSU shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without MVSU's written concurrence, which concurrence MVSU shall not unreasonably withhold.

Contractor, at its expense, agrees to procure and maintain insurance during the term as follows:

Worker's Compensation and Employer's Liability: Statut01Y limits as required by all applicable Worker's Compensation Laws.

Comprehensive General Liability:

- . General Aggregate - \$1,000,000
- . Each Occurrence - \$500,000

Auto Liability: Coverage shall be for bodily injury and property damage with a \$500,000 combined single limit per occurrence and minimum \$1,000,000 annual aggregate.

Errors and Omissions Liability: If required, Contractor shall maintain Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services. Errors and Omissions, Professional Liability or Malpractice insurance refer to the same type of coverage for full cost of this provision.

Cyber Liability. If the contractor's services for the university will include access to or possession of private or confidential information of the university or the university staff or students, the contractor shall maintain a commercially reasonable amount of cyber liability insurance, which shall include coverage for breach response and liability.

The above minimum insurance requirements shall be presumed sufficient for contracts under \$25,000. However, minimum insurance requirements may be lowered or increased on a case-by-case basis when specifically justified and approved by an authorized employee of the University. Such alteration of required limits must not be less than a commercially reasonable amount related to the potential risks of harm or loss. Changes to the above requirements can be edited in writing onto this contract, with such changes initialed by both parties in addition to the university staff member who authorized the change in coverage requirements.

The Contractor shall provide a **Certificate of Coverage** to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and Mississippi Valley State University 14000 Hwy 82-W #_____ MS 38941-1400, prior to the start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered *perils*, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. **The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and MVSU as an additional insured for liability coverages.** The minimum coverage requirements may be met through a combination of primary, excess and auto policies.

9. Attorney's Fees and Expenses

Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to MVSU all costs and expenses, including but not limited to, attorney's fees incurred by MVSU in enforcing this agreement.

10. Patents and Copyrights

Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MVSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorney's fees, charges, and other liability and exposure however caused for or on account of any copyright or patent infringement that may result from activities related to this agreement and the actions/inactions hereunder by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

11. Disputes

Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the MVSU Vice President for Business and Finance for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the option of MVSU, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

12. Modifications to Agreement

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

13. Ownership of Documents and Work Papers

MVSU shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

14. Use of Trademarks and Publicity

Contractor shall not use MVSU's name, work mark, or other university identifier, or the name or title of any MVSU official. Contract shall also not state or imply its product and/or work as being approved by or otherwise endorsed by MVSU , it's officers, employees or affiliates.

15. Confidentiality

Contractor shall treat all MVSU data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of MVSU. In the event that Contractor receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Contractor shall promptly inform MVSU and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

To the extent applicable, Contractor shall protect and maintain all records, information, and data collected under the Agreement in accordance with applicable state and federal laws and regulation, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Specifically and without limiting the generality of the foregoing, the Contractor shall protect and maintain any and all "Education Records" of MVSU students consistent with applicable FERPA regulations and shall fully cooperate with MVSU in any request for such information.

16. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

17. Termination for Convenience

MVSU may, when the interests of MVSU so require, terminate this agreement in whole or in part for convenience of MVSU. Written notice of the same is required to be provided by MVSU and shall allow no less than ten (10) days' notice prior to the effective date of termination.

18. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

19. Inspection of Books and Records

MVSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination or the expiration of this agreement.

20. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against MVSU, the Contractor agrees that the individual signing this agreement on behalf of MVSU is not personally responsible or liable for any of the obligations and duties contained herein.

21. Venue

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

22. Transparency

In compliance with the Mississippi Transparency and Accountability Act, Section 27-104-151 et seq. of the Mississippi Code Annotated, all payments made by MVSU will be posted on a public website beginning on July 1, 2012. The information posted will include the date of payment, vendor name, vendor's city and state, and the payment amount. Contractor agrees that the release of this information is allowed under this

contract and that any non-disclosure or confidentiality clause shall be subordinate to this clause.

23. E-Verify

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et, seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/ termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/ cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit. The foregoing is applicable only if Contractor has employees physically in Mississippi.

24. Force Majeure

Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

25. Entire Agreement

This contract represents the entire agreement of the parties and shall not become effective until executed by both parties. No change in, or additions to, or waiver of the terms and provisions hereof shall be binding upon MVSU or Contractor unless approved in writing by their authorized representative.

26. State Institution

Contractor expressly understands and agrees that MVSU is a state institution of higher learning and is subject to the laws of the State of Mississippi governing actions of state agencies. Contractor further acknowledges that MVSU does not relinquish or forfeit any of the rights, protections or guaranties afforded it as a state agency under the laws of Mississippi, notwithstanding anything to the contrary contained herein or in any other agreement between the parties.

27. Information Security

To the extent applicable, Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by MVSU to the Contractor or data otherwise obtained by Contractor from or about MVSU ("MVSU Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of MVSU Data, and (iii) protect against unauthorized access to or use of MVSU Data that could result in substantial harm or inconvenience to MVSU or any of its stakeholders.

Contractor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of MVSU Data while such information is in Contractor's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Contractor will maintain sufficient procedures to detect and respond to security breaches involving MVSU Data and will inform MVSU immediately when it suspects or learns of malicious activity involving MVSU Data, including an estimate of the activity's effect on MVSU and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Contractor's safeguards for the protection of MVSU Data shall include: (i) limiting access to MVSU Data to authorized personnel of Contractor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES256 bit' or better encryption) MVSU data stored on any mobile media; (vii) encrypting MVSU Data transmitted over public or wireless networks; (viii) strictly segregating MVSU Data from information of Contractor or its other customers so that MVSU Data is not comingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

CONTRACTOR NAME

MISSISSIPPI VALLEY STATE UNIVERSITY

Name_____

Name: _____

Date:_____

Date:_____

Title:_____

Title:_____

Exhibit A
Statement of Work

Exhibit B
Payment for Services