

## 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 Mississippi University  
for Women, a governmental entity of the State of Mississippi, hereinafter referred to as "MUW",  
with its address at 1100 College Street, Columbus, MS 39701. Contractor and MUW 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

MUW shall pay Contractor within 45 days of receipt of each invoice received from  
Contractor upon review and confirmation by MUW that such payments and all portions  
thereof are due, justified and warranted based on services received by MUW 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.

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 MUW:

Mississippi University for Women  
Office of Purchasing  
1100 College Street, W Box 1628  
Columbus, MS 39701

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1. Availability of Funds

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

2. Equal Employment Opportunity

Contractor represents and understands that MUW 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.

3. Assignment Prohibition

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

4. 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.

5. Failure to Enforce

The failure by MUW 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 MUW to enforce the provisions at any time in accordance with the terms.

6. 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 MUW, and MUW shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. MUW 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. MUW shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which is normally provided by MUW to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of MUW. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, co-venturers, or any similar relationship between MUW 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 MUW.

7. Indemnification and Insurance

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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, MUW, 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 MUW'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 MUW. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and MUW shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without MUW's written concurrence, which concurrence MUW 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: Statutory 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.

8. 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 purposes of this provision.

9. 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

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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 University for Women, Office of Purchasing, 1100 College Street, W-Box 1628, Columbus, MS 39701 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, 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 MUW as an additional insured for liability coverages. The minimum coverage requirements may be met through a combination of primary, excess and auto policies.

10. Attorney's Fees and Expenses

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

11. 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, MUW, 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.

12. Disputes

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

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### **13. 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.

### **14. Ownership of Documents and Work Papers**

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

### **15. Use of Trademarks and Publicity**

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

### **16. Confidentiality**

Contractor shall treat all MUW 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 MUW. 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 MUW 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 regulations, 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 MUW students consistent with applicable FERPA regulations and shall fully cooperate with MUW in any request for such information.

### **17. 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.

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**18. Termination for Convenience**

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

**19. 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.

**20. Inspection of Books and Records**

MUW 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.

**21. 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 MUW, the Contractor agrees that the individual signing this agreement on behalf of MUW is not personally responsible or liable for any of the obligations and duties contained herein.

**22. Venue**

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Lowndes 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 Lowndes 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.

**23. 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 MUW 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.



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**24. Employment Verification**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated.

**25. 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.

**26. 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 MUW or Contractor unless approved in writing by their authorized representative.

**27. State Institution**

Contractor expressly understands and agrees that MUW 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 MUW does not relinquish or forfeit any of the rights, protections or guarantees 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.

**28. 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 MUW to the Contractor or data otherwise obtained by Contractor from or about MUW ("MUW Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of MUW Data, and (iii) protect against unauthorized access to or use of MUW Data that could result in substantial harm or inconvenience to MUW 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 MUW 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 MUW Data and will inform MUW immediately when it suspects or learns of malicious activity involving MUW Data, including an estimate of the activity's effect on MUW 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.

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At a minimum, Contractor's safeguards for the protection of MUW Data shall include: (i) limiting access to MUW 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 AES-256 bit or better encryption) MUW data stored on any mobile media; (vii) encrypting MUW Data transmitted over public or wireless networks; (viii) strictly segregating MUW Data from information of Contractor or its other customers so that MUW Data is not commingled 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

MUW

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date