

STANDARD CONTRACT INFORMATION FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI

The following information is provided for your contracting office.

UNIVERSITY REPRESENTATIVES:

PROGRAM DIRECTOR: Responsible for technical and programmatic aspects.

Dr.

Department of

Box

Hattiesburg, MS 39406 (601) 266-xxxx

ADMINISTRATIVE OFFICER: Responsible for the management of the agreement.

Cecil D. Burge, Associate Vice President for Research

Box 5116, Hattiesburg, MS 39406-5116 (601) 266-5116

CONTRACT ADMINISTRATOR: Responsible for providing assistance in contract policies and provisions.

Pamela Miller, Director

Research and Sponsored Programs

Box 5157, Hattiesburg, MS 39406

(601) 266-4119 Fax: (601) 266-4312

ACCOUNT FISCAL MANAGER: Responsible for the financial related matters of the program.

Ms. Cheryl Mowdy, Director

Office of Contracts and Grants Accounting

Box 5174, Hattiesburg, MS 39406

(601) 266-5086 Fax: (601) 266-6146

CONTRACT AND PAYMENTS SHOULD BE ISSUED TO:

THE UNIVERSITY OF SOUTHERN MISSISSIPPI, USM Box 5157, Hattiesburg, Mississippi 39406

SIGNATURE BLOCK:

The following individuals are empowered to execute agreements and modifications on behalf of University:

Donald R. Cotten, Vice President for Research

or

Cecil D. Burge, Associate Vice President for Research

or

Pamela Miller, Director of Research and Sponsored Programs

If time is of the essence or unless a specific signature is required, it is suggested that the signature block be left blank in order to allow either representative to sign on behalf of the University.

ALTERNATIVE TERMS AND PROVISIONS:

Certain provisions used in standard research agreements entail common business practices between commercial entities and may not be suited for an educational institution. The University of Southern Mississippi, as a not-for-profit educational institution under the Board of State Institutions of Higher Learning of the State of Mississippi, must adhere to the policies and guidelines as handed down by the government of the United States and the State of Mississippi. Therefore the University does not have the authority to obligate itself or the state to such provisions. The information below outlines common provisions that may conflict with this requirement and provides the appropriate language for such provisions.

BINDING ARBITRATION: The University of Southern Mississippi (USM), as an agency of the State of Mississippi, is not permitted by an opinion of the Attorney General to enter into agreements containing provisions for binding arbitration. Accordingly, it is requested that such provisions be deleted in their entirety prior to execution of the agreement.

GOVERNING LAWS: The University, as an agency of the State of Mississippi, should not submit itself to the laws of another jurisdiction. Accordingly, it is requested that any provision containing such information be deleted or listed as governed under the laws of the State of Mississippi.

CONFIDENTIALITY: With regards to confidentiality, it is requested that the following provision be added to the agreement.

Notwithstanding any provision to the contrary contained herein, it is recognized that USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to USM pursuant to this agreement, USM shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

INSURANCE: With regards to insurance, it is requested that the following provision be used in lieu of such provisions.

The University of Southern Mississippi is an agency of the State of Mississippi under the management and control of the Board of Trustees of State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and maintains a program of self-insurance for purposes of general liability, pursuant to the Mississippi Tort Claims Act, §§11-46-1, et seq., Mississippi Code Annotated of 1972, as amended.

INDEMNITY: The University of Southern Mississippi, as an agency of the State of Mississippi, is not permitted by an opinion of the Attorney General to enter into agreements containing provisions relating to hold harmless, indemnity, or release of liability. Accordingly, it is requested that such provision be deleted in their entirety prior to execution of the agreement. With regards to liability, the following provision may be used in lieu of such provisions.

UNIVERSITY and AGENCY are separate and independent entities and neither is the agent of the other. AGENCY and UNIVERSITY agree that each will assume full risk of damage or injury to its own properties, representatives and personnel caused by any acts or omissions to act except for damage or injury caused by the negligence of the employees and representatives of the other during performance of the Agreement.

If you should have any further questions concerning this matter, please contact this office at (601) 266-4119 or by fax at (601) 266-4312 or by email at Nitza.Scarbro@usm.edu