

The University of Southern Mississippi Professional and Personal Services Agreement

Purchase Req # _____

Purchase Order # _____

~ This form must be completed before work commences. After approval, enter a requisition to guarantee payment (estimate amount if necessary).

~ When completed, attach this form along with the Determination and Documentation Form, and send to the Tax Compliance Officer.

~ If this is a new vendor, attach a W-9 or W-8BEN and Request for New Vendor ID form (found at <http://www.usm.edu/procurement/apforms.html>)

An Independent Contractor Status Determination and Documentation Form has been completed, and found that the below named individual/corporation will be considered an Independent Contractor. Therefore, The University of Southern Mississippi (USM) enters into a binding agreement with the below named contractor/consultant.

*** DENOTES REQUIRED FIELDS TO BE COMPLETED BY THE CONTRACTOR/CONSULTANT:**

Contractor/Consultant Name *
(Must Match Name on W-9) : _____

Address *:

Street	City	State	Zip

Contractor/Consultant's SSN/EIN *
(Must Match SSN/EIN on W-9) : _____

Contractor/Consultant's Employer *:

Current Member of PERS? *	Yes	<input type="text"/>	No	<input type="text"/>
Receiving Monthly PERS Benefit?*	Yes	<input type="text"/>	No	<input type="text"/>
Incorporated?*	Yes	<input type="text"/>	No	<input type="text"/>
Separate USM Contract?*	Yes	<input type="text"/>	No	<input type="text"/>
US Citizen or US Entity?*	Yes	<input type="text"/>	No	<input type="text"/>

Description of Contracting/Consulting Services:*

Performance Period Start Date:* End Date:*

Location of performance:*

Cost of Contracting/Consulting:*

	(b)	
(a) Fee/Hour/Per day:	Number of	<input style="width: 300px;" type="text"/>
(c) Total Fee: (a) * (b) = (c)	hrs./Days:	<input style="width: 300px;" type="text"/>

(d) Travel Costs:	(e) Other Costs:
<input style="width: 150px;" type="text"/>	<input style="width: 300px;" type="text"/>
Total Costs:	
<input style="width: 150px;" type="text"/>	

(c) + (d) + (e)	Nature of Other Costs:
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>
Services shall not exceed:	Other Costs shall not exceed:
<input style="width: 150px;" type="text"/>	<input style="width: 200px;" type="text"/>

Approval and Acceptance of Agreement*

Contractor/Consultant Signature *		Date*:	
By signing this document, I understand that I will be paid as an independent contractor, will receive a 1099-MISC for services rendered, and will be 100% responsible for any and all applicable		Initial*:	
Are you currently an employee or have you been employed by USM within the last 12 months?*	Yes	<input type="text"/>	No
Are you currently receiving a benefit from the PERS of Mississippi? If the answer is yes, individual must contact the department of Human Resources to discuss eligibility of retirees to earn compensation from USM.*	Yes	<input type="text"/>	No

In signing this document, you acknowledge and agree to any and all terms and conditions imposed by USM found on page two.

According to the Privacy Act for Collection of SSNs: We are required to inform you that The University of Southern Mississippi is requesting your Social Security Number (SSN) to be used for Federal and State reporting, as mandated by Federal and State law.

TO BE COMPLETED BY SIGNATORY AUTHORITIES AT THE UNIVERSITY OF SOUTHERN			
Department or Grant Name:			
College/Unit Name			
USM Expenditure Authority:		Phone Number:	

Chartfield String to be Charged: Fund _____ DeptID _____ Program _____ Project/Grant _____

If grant, has funding agency prior approval been obtained? Yes No Not Required

Approval and Acceptance of Agreement	Date
Expenditure Authority/Grant Principal Investigator:	
Tax Compliance Analyst <i>Required for all agreements</i>	
Office of Research Administration	
Next Level Approval (services over 5,000) VP Approval (services over \$10,000)	
Office of Procurement Director (required if contract involved)	

APPENDIX A: GENERAL TERMS AND CONDITIONS

- INDEPENDENT CONTRACTOR.** The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University because of this Agreement. The Contractor will provide the services and achieve the results specified by the University, free from the direction or control of the University as to means and methods of performance.
- NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the University prior to payment by the University.
- ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives.
- OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement shall be the sole property of the University.
- TERMINATION.** Either the University or the Contractor may terminate its obligations under this Agreement by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
- UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Office of the Provost, for academic employees, or from the Human Resources Department, for nonacademic employees.
- CONFIDENTIAL INFORMATION.** In connection with the Agreement hereunder, the University and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees, staff and or students of the University performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. University shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the University.

Notwithstanding any provision to the contrary contained herein, it is recognized that University 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 University pursuant to this agreement, University 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.

- ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement "This work was performed under the sponsorship of THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a Mississippi Institution of Higher Learning, and (insert firm name or IC name here). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without written approval of the University.
- CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this Agreement, he/she will inform the University regarding possible conflict of interest that may arise as a result of such change.
- TOTAL AGREEMENT.** This Agreement shall be incorporated into and made part of any corresponding contracts. In absence of another contract, this Agreement contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed by both parties.

11. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party and obligation or right of the Contractor under this Agreement, without the prior written consent of the University.

12. **INSURANCE.** If Contractor is to perform work on University property, it shall provide a Certificate of Insurance Coverage naming the Board of Trustees of State Institutions of Higher Learning and USM as additional insureds with minimum coverages as follows: Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws. Comprehensive General Liability and Commercial Auto Liability: coverage shall be a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate through an insurance company with a Best rating of A- or higher: (At the University's discretion, the coverage amounts required may vary by risk to the University.)

13. **GRANT CERTIFICATION.** (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall include an explanation with this proposal.