

CONTRACT FOR SERVICES RENDERED
MISSOURI ENTERPRISE

This AGREEMENT, inclusive of Attachment "1" incorporated by reference herein (hereinafter collectively referred to as the "Agreement"), is entered into this _____ day of _____, 2008 between Missouri IncuTech Foundation d/b/a Missouri Enterprise, Rolla, Missouri 65401 (hereinafter "Missouri Enterprise"), and _____, having a principal place of business at _____ (hereinafter the "Service Partner"), witnesseth that:

Whereas, Missouri Enterprise desires to engage the services hereinafter described for the benefit of Missouri Enterprise client _____ for the project titled _____, Missouri Enterprise Project Number _____, now therefore, the parties hereto do mutually agree as follows:

ARTICLE I. CONSIDERATION. It is hereby agreed that Missouri Enterprise, in consideration of the statement of work in Article III, agrees and covenants with Service Partner to pay Service Partner during the time this Agreement is in effect not to exceed _____ for services described in Attachment 1.

ARTICLE II. METHOD OF PAYMENT. Payment is to be made in accordance to the following provisions:

Missouri Enterprise will pay Service Partner on a reimbursement basis following the submission of approved invoices that include detailed project reports summarized with dates, hourly breakdown, description of work and any expenses to be reimbursed in accordance with Scope of Work. (*See Attachment 1*)

ARTICLE III. STATEMENT OF WORK. Service Partner agrees and covenants with Missouri Enterprise to render services included in Attachment 1. The Scope of Work shall include a complete description of the work to be performed, deliverables, milestone dates and any other reimbursable expenses.

ARTICLE IV. TIME OF PERFORMANCE. This Agreement between the parties hereto shall take effect _____ and shall continue through _____.

ARTICLE V. TERMINATION FOR CAUSE. It is hereby agreed that if Service Partner shall violate any covenant of this Agreement, then Missouri Enterprise may terminate this Agreement upon delivery to Service Partner of written notice of termination. Notwithstanding the foregoing, if Missouri Enterprise terminates this Agreement, Service Partner agrees that the transfer of the intellectual property rights set forth in Article XII shall survive such termination.

ARTICLE VI. TERMINATION FOR CONVENIENCE. It is agreed and understood between the parties hereto, that Missouri Enterprise may at any time unilaterally terminate this Agreement upon the payment to Service Partner of all fees payable to Service Partner prorated on the basis of work completed by Service Partner as of the actual date of termination and delivery of completed work to Missouri Enterprise. In the event Missouri Enterprise terminates under this Article VI, each party's obligations under this Agreement are hereby canceled, released and forever discharged. Notwithstanding the foregoing, if Missouri Enterprise terminates this Agreement, Service Partner agrees that the transfer of the Intellectual property rights set forth in Article XII shall survive such termination.

ARTICLE VII. CHANGES. Missouri Enterprise may, from time to time, request changes in the scope of the services rendered by Service Partner. Such changes, including any increase or decrease in the amount of compensation to Service Partner, must be mutually agreed upon by the parties hereto and incorporated in written amendments to this contract. All changes must be in writing and signed by the parties hereto.

ARTICLE VIII. ASSIGNABILITY. Service Partner shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of Missouri Enterprise.

ARTICLE IX. KEEPING OF ACCOUNTS. Service Partner agrees to keep complete and accurate books or accounts, and to make available to Missouri Enterprise any accounting records or statements as may be requested. It should be understood these records may be subject to audit.

ARTICLE X. GOVERNING LAW. This Agreement is governed by the laws of the State of Missouri.

ARTICLE XI. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Service Partner hereby acknowledges that during the term of the Agreement, Service Partner may, by virtue of Service Partner's performance of Service Partner's obligations under the Agreement, learn, receive or have access to the Confidential Information of Missouri Enterprise and/or Missouri Enterprise's client(s). For purposes of the Agreement, Confidential Information shall mean all confidential information including, but not limited to, product designs, product sources, product development techniques or plans, processes, machinery, know-how, apparatus, compilations of information, philosophies, trademarks, inventions, trade secrets, future plans, copyrightable matter, records, sales, prices, discounts, costs, information and strategies, business acquisition plans, personnel data, drawings, diagrams, customer/client lists and similar information of a proprietary nature relating to any business or technology of Missouri Enterprise and/or Missouri Enterprise's client(s) if and when the same has been delineated and/or labeled "confidential" by Missouri Enterprise and/or its client prior to the Service Partner's access to said information.

Service Partner hereby agrees that the Confidential Information shall be and remain the exclusive property of Missouri Enterprise and/or Missouri Enterprise's client(s). Service Partner further hereby agrees and covenants that Service Partner shall not use the Confidential Information except to the extent necessary to perform the services to which the Service Partner is obligated under the Agreement.

More specifically, Service Partner agrees and covenants that Service Partner shall not in any way and/or for any purpose whatsoever, during or at any time subsequent to expiration or termination of the Agreement, directly or indirectly, reveal to any third party and/or use, for the benefit of Service Partner or any third party, the Confidential Information of Missouri Enterprise and/or Missouri Enterprise's client(s). Service Partner further agrees and covenants that Service Partner will take all reasonable precautions to safeguard the confidential nature of the Confidential Information and to prevent the inadvertent disclosure thereof.

Service Partner shall make no copies of any Confidential Information without the prior written consent of Missouri Enterprise. Upon expiration or termination of the Agreement, or at the request of Missouri Enterprise at any time, any and all copies of Confidential Information, in whatever medium, in the possession of Service Partner, shall be promptly returned to Missouri Enterprise irrespective of whether said copies of Confidential Information were procured by Service Partner with the consent of Missouri Enterprise.

ARTICLE XII. INTELLECTUAL PROPERTY RIGHTS. The Missouri Enterprise Client referred to above shall retain all right, title, and interest throughout the world in each invention, discovery, or copyrightable material that is derived through or in connection with this Agreement and that is or may be patentable or otherwise protectable under Title 35 of the United States Code. Service Partner acknowledges that it shall have no property rights in any such invention, discovery, or copyrightable material, and Service Partner hereby assigns to the Missouri Enterprise Client all of its rights, title, and interest in any such invention, discovery, or copyrightable material.

ARTICLE XIII. REPRESENTATIVE'S AUTHORITY TO CONTRACT. If this Contract is signed by a representative of the Service Partner, the representative by signing this document represents that such person is duly authorized by the Service Partner to execute this document on behalf of the Service Partner

and that the Service Partner agrees to be bound by the provisions hereof.

ARTICLE XIV. INDEMNIFICATION. Service Partner indemnifies and agrees to defend and hold harmless Missouri Enterprise and its employees, officers, directors, shareholders and agents from any and all liabilities, claims, demands, causes of action, or expenses, including attorneys' fees, arising from the negligence or misconduct of Service Partner in the performance of its duties hereunder or in any way relating to or arising from the Agreement.

Service Partner acknowledges that Missouri Enterprise is a publicly supported organization; and, unless otherwise prohibited by law, Service Partner agrees to indemnify and hold harmless the United States Government and the State of Missouri for any loss, claim, damage, or liability of any kind involving Service Partner's employees arising in connection with this Agreement.

ARTICLE XV. COMPLIANCE WITH LAWS. Missouri Enterprise and Service Partner shall comply with and this Agreement shall be subject to and governed by all applicable laws, statutes, rules, regulations, directives, circulars, and the like, of the United States, including, without limitation, those prohibiting discrimination, ensuring a drug free workplace, protecting persons affected by disabilities, and preserving civil rights of all affected persons. In connection with the furnishing of equipment, supplies, and/or services under this contract, the Service Partner shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA). Service Partner agrees to develop, implement and maintain an affirmative action program if at least 50 persons are employed. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age, disability or veteran status. If applicable, requirements of such "affirmative action program" are available upon request from Missouri Enterprise.

ARTICLE XVI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTERS. The Service Partner 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 covered transactions by any Federal or State department or agency;
- b. have not within a three-year period preceding this Agreement been convicted 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, 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 b. of this certification; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

ME	Service
Initial	Partner
	Initial

ARTICLE XVII. INSURANCE. Service Partner shall carry appropriate liability insurance at customary levels to insure against any and all claims arising from the negligence or misconduct of Service Partner in the performance of its duties hereunder or in any way relating to or arising from the Agreement. Missouri Enterprise may require proof of insurance at any time. Non compliance with the request for proof of insurance shall be cause for termination of this contract.

ARTICLE XVIII. INDEPENDENT SERVICE PARTNER. Service Partner is an independent Service Partner offering such services to the general public. In addition to the liability imposed upon the Service Partner on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Service Partner's performance under this Agreement, the Service Partner shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to be solely responsible for any and all liability, loss, cost (including attorney fees), and damage of any kind related to such matters.

Service Partner is not an employee or an agent of Missouri Enterprise. Service Partner will not, under any circumstances, commit Missouri Enterprise without the express written consent of Missouri Enterprise.

ARTICLE XIX. CONTRACT PROVISIONS. This contract may be signed in one or more identical counterpart copies, any of which when signed by the other parties hereto and when counterparts have been signed by all of the parties hereto shall constitute a fully binding contract with respect to that party. A facsimile or electronic signature shall have the same effect as an original signature.

ARTICLE XX. AUTHORIZATION TO WORK IN UNITED STATES. Service Partner certifies to the best of its knowledge and belief, that it and its principals are authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and the year last written below.

MISSOURI ENTERPRISE

By: _____
Project Manager *Date*

SERVICE PARTNER

Tax ID No./Soc. Sec. No.

By: _____
(Signature) *Date*

Print: _____
(Name) *(Title)*

SAMPLE