SERVICES AGREEMENT

ORG NAME: Physical Plant Common Supply
ORG #: 010407
REQUESTED BY: Morgan Gill
CAMPUS MAIL BOX#: 117
EMAIL: mgill2@uco.edu
VENDOR'S NAME & BANNER ID#: CONMOR Conventions and More

THIS AGREEMENT is made on this 15th day of August 2014, by and between the University of Central Oklahoma, an Institution of Higher Education and a part of the Regional University System of Oklahoma, (hereinafter “University”) and Conventions and More (hereinafter “Contractor”), the parties to this Agreement.

IT IS AGREED between the parties as follows:

1. SERVICES: The Contractor shall provide the following types of services:
   [list of services]

IF THIS ENTAILS A SPECIFIC PROJECT AND NOT AN ONGOING FISCAL YEAR CONTRACT, DEPARTMENT SHALL NOTE REQUISITION NUMBER HERE: ____________________________

Attach an appropriately marked 'Exhibit A' if necessary

2. PAYMENT: As and for consideration of this contract, the University agrees to pay the amount of the PO Contract for all services and the entire scope of Contractor's related expenses including travel. Payment will be processed within 45 days of the services being completed and approval of vendor invoice by requesting UCO department.

3. TERM OF AGREEMENT: All services called for in this contract shall be performed no later than: June 30, 2015.

4. TERMS AND CONDITIONS: Incorporated into this contract by reference are all of the “Standard Terms & Conditions” which can be found on the UCO Purchasing & Payment Service's website. By signing this Services Agreement, contractor agrees to the following:

a. That he or she has read these Terms and Conditions and agrees to be bound by the same.

CONTRACTOR INITIALS: ________

b. The Contractor agrees to comply with all provisions of the Oklahoma Workers' Compensation laws, and maintain such liability insurance and other insurance as is customary and appropriate in his or her profession or industry. If the services described above are to be performed on University premises, Contractor will provide upon request the University with written proof of workers' compensation and customary and appropriate insurance coverage.

c. Contractor certifies that he or she is not a current University employee, and has not terminated employment with the University within the past twelve (12) months. (74 O.S. Sec. 85.42)

5. STATUS OF INDEPENDENT CONTRACTOR: The following questions are asked to verify that an independent contractor relationship is established under this Agreement. Both the University employee requesting the Agreement and the contractor must verify the answers to all questions below. Any “yes” answers subject this Agreement to UCO Compliance Review Committee review.

Received Time Aug. 15, 2014 3:05PM No.0333
YES  NO  QUESTION

Does the Agreement require the individual to comply with instructions given by University personnel?

Will the individual use University-owned tools and materials?

Will this individual provide essentially the same service as provided by a University employee?

Has an individual previously been paid as a University employee to perform essentially the same tasks?

Will the individual supervise or direct University employees as part of the service provided?

Is it currently expected that the University will hire this individual as an employee immediately following the termination of the contractual service provided?

The Contractor does not in fact work for other entities (i.e. this Agreement with the University is an exclusive arrangement.)

Is the University required to provide any training to allow individual to successfully complete the work?

Morgan Gill
University Employee

Koliga Prueil
Contractor

6. PURCHASE ORDER REQUIRED: This agreement is not valid until the University issues a Purchase Order. The terms & conditions of the Purchase order are incorporated into this Agreement by reference.

7. RELATIONSHIP OF INDEPENDENT CONTRACTOR ESTABLISHED: It is mutually understood and agreed by the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

8. RIGHT TO NAME AND PHOTOGRAPH: The Contractor hereby grants to University the right to use the Contractor’s name, photograph, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and/or video recordings, to promote this singular University program or activity or in any instructional or information materials derived directly from and credited to the program or activity.

9. CONFIDENTIALITY: The parties agree that confidentiality of the University’s data and information is of paramount concern. Contractor agrees to use its best efforts to protect the University’s data and information. To this end, the Contractor agrees:

(a) Definition of Confidential Information: The term “confidential information” shall mean any and all technical and non-technical information related to the extracted data, including but not limited to (i) patents and/or patent applications, (ii) trade secrets, (iii) copyrighted information, (iv) personal and private information including but not limited to email, word documents and excel files, (v) proprietary information — ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, software documentation, and formulae related to the current, future, and proposed products and services of the University, and including, without limitation, the University’s respective data concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, employee information, business and contractual relationships, business forecasts, marketing and student recruiting plans, and information the University may provide regarding third parties, and (vi) identifiable student records and information protected by federal and state law.
(b) Contractor agrees that at all times it will hold in strict confidence and not disclose to any third party Confidential Information (as defined above) of the University or its students or employees, except as approved in writing by the University, and will use the confidential information for no purpose other than data recovery. Contractor shall only permit access to Confidential Information (as defined above) to those of its data recovery employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

IN WITNESS WHEREOF, the parties have set their hand executing the Agreement and making it effective on the date and year last written below.

University of Central Oklahoma
by: [Signature]  
Authorized UCO Representative  
Print Name: [Name]  
Position Title: [Title]  
Date: [Date]

Contractor
by: [Signature]  
Authorized Representative  
Print Name: [Name]  
Position Title: [Title]  
Date: [Date]

Questions regarding the UCO Services Agreement should be directed to:
University of Central Oklahoma
Purchasing, Payment Services, & Travel  
100 N University Drive, Edmond, OK 73034  
Phone: (405) 974-3340 ~ Fax: (405) 974-3838

**Document created by: UCO Office of Legal Counsel, 07/29/13**

Legal Review required on contracts exceeding $10,000.  
Contracts exceeding $250,000 require competitive bidding unless exempt under Oklahoma Statute, Title 18.

__________________________________________ □ Approved
Legal Counsel Signature □ Not Approved