

# STOCKTON

THE RICHARD STOCKTON COLLEGE OF NEW JERSEY

*Signed during official signing ceremony at BOT meeting 12/3/14*

## SERVICE AGREEMENT

CONTRACT NO. L 072914 - 6

THIS AGREEMENT dated December 3 2014 between the Richard Stockton COLLEGE of New Jersey (the "COLLEGE") and

American Honors Program (Name of Company), with a business address at  
1150 17th Street, NW, Suite 310 Washington, DC 20036  
("the Service Provider").

### ARTICLE 1 SCOPE OF SERVICES

#### 1.1 The Services

- A. The Scope of Services is identified in the Service Provider's Proposal dated May 14, 2014 attached hereto and made a part hereof as Exhibit 1.  
The Services shall include the following:

To work together with Richard Stockton College to attract and prepare high quality transfer students in a joint Honors-to-Honors transfer pathway. Stockton will be added to the list as one of the four-year partners. American Honors will recruit domestic and international students for potential enrollment at Stockton. Stockton faculty will also have the opportunity to participate in the American Honors Network, including curriculum review, joint grant writing and course development for the community college partners.

To the extent there is any conflict or inconsistency between the Service Provider's Proposal and this Agreement, the terms of this Agreement shall control.

- B. Service Provider shall perform its services with the standard of care and skill customarily provided in the performance of such services to the satisfaction of the COLLEGE during the term of the contract.

- C. Term: The term of this contract shall commence on: September 1, 2014 and Terminate on: August 30, 2017.

Note: The COLLEGE reserves the right to terminate this Agreement on seven (7) days' notice to the Service Provider for any reason (the "Termination Date"). In such instance, the Service Provider shall be paid for services performed and accepted by the COLLEGE up to the Termination Date.

**ARTICLE 2**  
**COMPENSATION**

**2.1 Contract Fee**

The Service Provider agrees to perform all Services requested under this contract fixed fee of \$ 0 or the per diem rate of \$ 0 or the hourly rate of \$ 0 for a total contract amount not to exceed \$ 0 (the "Fee"). (Please complete based on the proposal).

**2.2 Reimbursable Expenses: Check one of the following (A or B):**



A. The Fee is all inclusive: The Fee includes all costs and expenses of the Service Provider, including mileage, travel time and expenses, meals, lodging accommodations, or equipment rental, or



B. Reimbursable Expenses: (if applicable) Any out of pocket expenses that the COLLEGE agrees to pay shall be listed below and paid at Service Provider's actual cost with no mark-up and are in addition to the Fee set out above. Original receipts must be submitted with reimbursement requests. All travel expenses shall be reimbursed at the reimbursement rate adopted by the COLLEGE.

Approved Reimbursable expenses: (Set out each expense.)

Not Applicable

Fee \$ NA + Reimbursable Expenses \$ NA shall not exceed \$ NA. No additional fees shall be paid without the prior written approval of the COLLEGE.

**2.3 Requisition Process: Check one of the following boxes in A:**

A. The Service Provider shall:



1) Invoice the COLLEGE at completion of services or



2) For services performed the preceding month or



3) Upon completion of \_\_\_\_\_% of the authorized work completed satisfactorily and remainder upon completion.

Each invoice shall identify the date of and the services performed for which payment is requested.

The COLLEGE shall remit payment to the Service Provider within thirty (30) days of approval of the invoice and supporting documentation after services have been provided.

**ARTICLE 3**  
**COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

**3.1 Compliance with Non-Discrimination/Affirmative Action Laws Regulations and Policies**

The Service Provider shall comply with the provisions of the Law Against Discrimination set forth in N.J.S.A. 10:2-1 through N.J.S.A 10:2-4, N.J.S.A 10:5-1, et seq. and N.J.S.A 10:5-31 through N.J.S.A 10:5-38 and all rules and regulations issued thereunder including the Affirmative Action Rules, N.J.S.A 17:27-35 (See: Exhibit 2) are hereby incorporated by reference. The College's discrimination and harassment policy is available on the Affirmative Action and Ethical Standards webpage of [www.stockton.edu](http://www.stockton.edu).

**3.2 Compliance with Applicable Laws and Codes**

Service Provider shall comply with all federal, state and local laws in performing work including obtaining government permits and adhering to all code requirements, if applicable.

**3.3 New Jersey Business Registration**

Payments over \$4,815.00 (15% of bid threshold set at \$32,100) are contingent upon the Service Provider's completion of vendor's registration with the Division of Revenue, Department of the Treasury, State of New Jersey. To register, call the Division of Revenue hotline at (609) 292-9292 or register on their website: [www.state.nj.us/njbusiness/registration/](http://www.state.nj.us/njbusiness/registration/). Checks cannot be issued without this Registration Certificate attached hereto and made a part hereof as Exhibit 3.

**3.4 Small Business Opportunity**

To the extent the Service Provider engages subcontractors or sub-consultants to perform Services for the COLLEGE pursuant to this Contract, the Firm must demonstrate to the COLLEGE's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Department of Treasury, Division of Revenue as a Small Business Enterprise under N.J.A.C. 17:13 and 17:14 in accordance with the reporting requirements set forth on Exhibit 4. **PAYEES MUST INCLUDE THEIR FEDERAL IDENTIFICATION NUMBER AND/OR SOCIAL SECURITY NUMBER TO RECEIVE PAYMENT UNDER THIS CONTRACT.**

**3.5 Service Provider Statement of Compliance with Identity Theft Rules**

Pursuant to the Fair and Accurate Credit Transactions Act of 2003 (FACTA) 15 U.S.C.1681 amending the Fair Credit Reporting Act, as a vendor or Service Provider of the COLLEGE, I (we) have taken reasonable steps and put procedures in place to prevent, detect and mitigate the risk of Identity Theft. I (we) have received the COLLEGE's Procedures and agree to report any Red Flags to the COLLEGE's employee with primary oversight with our account or to the Vice President for Administration and Finance or the Provost.

**3.6 Pay to Play for Contracts Over \$17,500**

If applicable, Service Provider shall be in compliance with N.J.S.A. 19:44A – 20.14 and file a Certification of Disclosure or Political Contribution.

**ARTICLE 4**  
**INDEMNIFICATION AND INSURANCE**

**4.1 Intellectual Property**

Service Provider agrees to indemnify College and to hold College harmless from and against all claims, liability, loss, damage and expenses (including but not limited to legal fees) arising from or due to any claim which is based on patent or copyright infringement or alleged patent or copyright infringement with respect to all or any part of the service, performance, and/or work covered by this Agreement, and any litigation based on any such claim. Service Provider's obligation under this paragraph shall survive College's acceptance of, and payment for, the service, performance and/or work.

**4.2 Insurance**

At all times during the term of this Contract, the Service Provider shall procure and maintain, at its expense, general liability insurance for damages imposed by law or assumed under this Agreement, of the kinds and amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey.

The COLLEGE and the State of New Jersey shall be named as an additional insured on the coverage required under subsection (c).

- (a) Worker's Compensation Insurance. Worker's Compensation Insurance shall be provided in accordance with the requirements of the laws of this State.
- (b) Employer's Liability Insurance. Employer's Liability Insurance shall be provided for bodily injury by accident in the amount of \$100,000 each accident; bodily injury by disease in the amount of \$100,000, each employee; bodily injury by disease, \$500,000 policy limit.
- (c) Commercial General Liability: The minimum limit of liability shall be \$1 million per occurrence/\$3 million aggregate (including Property Damage and Bodily Injury combined).
- (d) Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$500,000 per accident as a combined single limit for bodily injury and property damage.

The Service Provider shall attach a copy of its Certificate of Insurance in conformance with this requirement as Exhibit 5.

**4.3 Indemnification**

The Service Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey, the COLLEGE, its Board, employees, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from this Agreement. The Service Provider's breach of its obligations of confidentiality; and, the Service Provider's indemnification obligation is not limited by, but is in addition to the insurance obligations contained herein.

**ARTICLE 5**  
**MISCELLANEOUS**

**5.1 Independent Contractor**

The Service Provider is an independent contractor. This Agreement is not intended to establish any employer/employee, joint venture, or partnership relationship, either expressly or by implication between COLLEGE and Service Provider.

**5.2 Conflict of Interest**

At no time during the existence of the contract shall Service Provider's employee agent, officer, director, general or limited partner hold an equity or other economic interest in; have a contractual or other business relationship with; or be an employee or Trustee or Foundation Board Member of the COLLEGE. Service Provider shall have an affirmative obligation to advise the COLLEGE of any potential or actual conflict of interest that may arise with respect to its obligations under the contract.

**5.3 Confidentiality of Information**

Service Provider agrees to keep confidential and not disclose to third parties any information provided by the COLLEGE pursuant to this agreement without the COLLEGE's written consent to make such disclosure. To the extent the Service Provider has access to personnel or student records, the Service Provider shall comply with state and federal laws regarding such information.

**5.4 Property rights and reports**

Service Provider agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Service Provider solely or with others resulting from the performance of this contract are the property of the COLLEGE, and the Service Provider hereby knowingly assigns all rights therein to the COLLEGE.

**5.5 Modification**

The Service Provider or COLLEGE may, from time to time, request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

5.6 The Service Provider shall not have the authority to enter into any contracts to bind the COLLEGE and shall not represent to anyone that Service Provider has such authority.


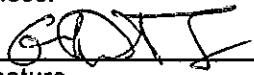
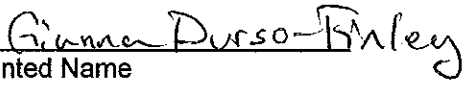
5.7 The parties agree to submit all disputes arising hereunder to the claims resolution procedures outlined on the Office of General Counsel Webpage under COLLEGE Contracting requirements.



5.8 This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey, specifically, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq., in the courts of the State of New Jersey.

5.9 The parties expressly agree that New Jersey State Courts shall be the exclusive forum for deciding any disputes arising out of this Agreement between the COLLEGE and the Service Provider without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, the COLLEGE and the Service Provider have caused this Agreement to be executed as of the dates set forth below.

WITNESS:  
RICHARD STOCKTON COLLEGE OF NEW JERSEY

Witness:		<u>Dec 3, 2014</u>
	Signature	Date
	Herman J. Saatkamp	
Signature	Printed Name	
	President	
Printed Name	Title	

Witness:		<u>Dec 3, 2014</u>
	Contact Signature	Date
	David Finegold	
Signature	Contact Printed Name	
LISA ROSNER	Chief Academic Officer	
Printed Name	Contact Title	
	American Honors	
	Company Name	