



**SERVICE AGREEMENT
CONTRACT NO. _____**

THIS SERVICE AGREEMENT dated _____ 20____ between

**STOCKTON UNIVERSITY
(the "UNIVERSITY")**

and

(the "SERVICE PROVIDER"),

with a business address at _____.

**ARTICLE 1
SCOPE OF SERVICES AND TERM**

1.1 Services.

A. The Scope of Services is identified in the SERVICE PROVIDER's Proposal dated _____ attached hereto and made a part hereof as Exhibit 1. The Services shall include the following:

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 UNIVERSITY during the term of the contract.

1.2 Term. The term of this contract shall commence on: _____ and terminate on: _____ (the "Term"). The UNIVERSITY 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 UNIVERSITY up to the Termination Date.

ARTICLE 2
COMPENSATION AND PAYMENT

2.1 **Contract Fee.** The SERVICE PROVIDER agrees to perform all services requested under this Agreement at (please complete based on Proposal):

- (a) a fixed fee of \$ _____,
- (b) the per diem rate of \$ _____, or
- (c) the hourly rate of \$ _____

for a total contract amount not to exceed \$ _____ (the "Fee").

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, the Fee also shall include the payment of out-of-pocket expenses that the UNIVERSITY agrees to pay or reimburse as listed below. All reimbursable expense shall be paid at the SERVICE PROVIDER's actual cost with no mark-up. The SERVICE PROVIDER shall submit to the UNIVERSITY receipts with all reimbursement requests. All travel expenses shall be reimbursed at the reimbursement rates adopted from time to time by the UNIVERSITY.

Approved reimbursable expenses: (Set out each expense.)

The amount to be paid under this Agreement shall include the Fee of \$ _____ plus reimbursable expenses of \$ _____ for a total amount shall not- to-exceed \$ _____. No additional fees shall be paid without the prior written approval of the UNIVERSITY.

2.3 **Requisition Process.** The SERVICE PROVIDER shall invoice the UNIVERSITY (check one of the following):

- A. At completion of services,
- B. On a monthly basis, for services performed during the preceding month, or
- C. Upon satisfactory completion of _____% of the authorized work, and the balance upon final completion.

Each invoice shall identify the date of and the services performed for which payment is requested. The UNIVERSITY shall remit payment to the SERVICE PROVIDER within thirty (30) days of approval of the invoice and supporting documentation.

ARTICLE 3
COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

3.1 **Affirmative Action.** During the term of this Agreement, the SERVICE PROVIDER shall comply with all State antidiscrimination laws including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, and N.J.S.A. 10:5-1, et seq., and all rules and regulations issued thereunder and as set forth in Exhibit 2.

3.2 **Compliance with Applicable Laws.** The SERVICE PROVIDER shall comply with all federal, State and local laws in performing work or services under this Agreement including obtaining all required government permits and approvals and complying with all applicable regulatory requirements. If services under this Agreement are funded through a government grant or contract, the SERVICE PROVIDER will comply with all laws, regulations, standards and rules applicable to such grant or contract, as if they were fully set forth herein.

3.3 **New Jersey Business Registration.** If payment under the Agreement exceeds \$4,995.00 (15% of the bid threshold of \$33,300), then upon execution of this Agreement the SERVICE PROVIDER shall provide the UNIVERSITY a Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, as proof of valid business registration with the State of New Jersey. To register, contact the Division of Revenue at (609)292-1730 or register online at www.state.nj.us/treasury/revenue/busregcert.shtml. The Business Registration Certificate shall be attached hereto as Exhibit 3.

3.4 **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 UNIVERSITY, I (we) have taken reasonable steps and put procedures in place to prevent, detect and mitigate the risk of Identity Theft.

3.5 **Political Contribution Compliance.** If payment under the Agreement exceeds \$17,500, then the SERVICE PROVIDER shall be in compliance with N.J.S.A. 19:44A-20.14 and shall file a Certification and Disclosure of Political Contribution.

3.6 **Set-Off for State Tax.** Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified as N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S Corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also included any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set-off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's State tax indebtedness of any member-partner or shareholder of the partnership or S Corporation respective N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the

procedures for protests established by N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

ARTICLE 4 **INDEMNIFICATION AND INSURANCE**

4.1 **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 UNIVERSITY 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 4.

4.2 **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 UNIVERSITY, its Board, officers, faculty, students, employees, and agents from and against any and all claims, demands, suits, actions, liabilities, losses, judgments, costs and expenses arising from or relating to (i) any personal or bodily injury or property damage caused by the SERVICE PROVIDER's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of the SERVICE PROVIDER's confidentiality obligations hereunder, or (iii) any infringement or misappropriation or alleged infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) in the performance of work or services under this Agreement. The SERVICE PROVIDER's obligation under this paragraph shall survive UNIVERSITY's acceptance of, and payment for, the service or work hereunder. The SERVICE PROVIDER's indemnification obligation is in addition to the SERVICE PROVIDER's 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 UNIVERSITY and SERVICE PROVIDER.

5.2 **Conflict of Interest.** The SERVICE PROVIDER represents and warrants that there exists no actual, potential or appearance of conflict between the SERVICE PROVIDER and the UNIVERSITY. The SERVICE PROVIDER further represents and warrants that it has not offered (and will not offer during the Term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expense, loan, ownership interest, or anything else of value, to any Trustee, officer, employee, or faculty member of the UNIVERSITY as an inducement to enter into this Agreement. The SERVICE PROVIDER shall notify the UNIVERSITY in writing of any change in conditions that may be an actual or may give the appearance of a conflict of interest.

5.3 **Confidentiality of Information.** The SERVICE PROVIDER agrees to keep confidential and not disclose to third parties any information provided by the UNIVERSITY pursuant to this agreement without the UNIVERSITY'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.** The 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 UNIVERSITY, and the SERVICE PROVIDER hereby knowingly assigns all rights therein to the UNIVERSITY.

5.5 **Modification.** The SERVICE PROVIDER or UNIVERSITY 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 **Dispute Resolution.** The SERVICE PROVIDER agrees to submit all disputes arising under the Agreement to the UNIVERSITY in accordance with the Claims Resolution Procedures outlined on the UNIVERSITY's website under the Office of General Counsel – University Contracting.

5.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, particularly the New Jersey Contractual Liability Act, (N.J.S.A. 59:13-1 et seq.) and the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), without giving effect to any choice of law provisions, and any action arising from this Agreement shall be commenced in the New Jersey courts located in Atlantic County, New Jersey or the federal courts located in the State of New Jersey.

5.8 **Damages.** If Service Provider fails to timely and adequately perform the obligations under this Agreement, then the UNIVERSITY, in its sole discretion, shall have the right to pursue a claim in a court of competent jurisdiction against the SERVICE PROVIDER for any resulting actual, compensatory damages and consequential damages, and recover any and all reasonable attorneys' fees, and costs including but not limited to court costs, witness costs and consultant costs incurred pursuing the claim. Nothing in this Section waives the UNIVERSITY's right to seek equitable indemnity, and all other available legal remedies, for any claim.

5.9 **Subcontracting.** The SERVICE PROVIDER shall not assign, delegate or subcontract any of the work or services covered by this Agreement or assign or transfer any interest in this Agreement, without the prior written consent of the UNIVERSITY.

5.10 **Use of Name.** The SERVICE PROVIDER shall not use the name, insignia, or symbols of the UNIVERSITY, or any variations or combination thereof for any purpose whatsoever without the UNIVERSITY's prior written consent.

IN WITNESS WHEREOF, the UNIVERSITY and the SERVICE PROVIDER have caused this Agreement to be executed as of the dates set forth below.

STOCKTON UNIVERSITY

Authorized Representative

Name: _____

Title: _____

SERVICE PROVIDER

Name

Authorized Representative

Name: _____

Title: _____

EXHIBIT “1”
PROPOSAL

EXHIBIT “2”

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27-35 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

ii. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

iii. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

v. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

vi. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

vii. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

viii. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

ix. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance/ The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT “3”

NJ BUSINESS REGISTRATION CERTIFICATE

EXHIBIT “4”

CERTIFICATE OF INSURANCE