



SERVICE AGREEMENT
CONTRACT NO. _____

THIS SERVICE AGREEMENT dated _____ between

STOCKTON UNIVERSITY
101 Vera King Farris Drive Galloway, New Jersey 08205-9441
(Hereinafter "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 this Agreement.

1.2 **Term.** The term of this Agreement shall commence on _____ and terminate on: _____ (the "Term").

1.3. **Termination for Convenience.** The UNIVERSITY may terminate this Agreement in whole or in part at any time without cause upon at least 30 days' written notice to the SERVICE PROVIDER. If the UNIVERSITY terminates this Agreement without cause, the UNIVERSITY will promptly pay the SERVICE PROVIDER for the goods received or services performed through the effective date of termination in accordance with the terms of this Agreement.

1.4. **Termination for Cause.** Either Party may terminate this Agreement upon at least 30 days' written notice to the other Party, for breach of this Agreement by the other Party, unless during such notice period, the Party fully cures the breach to the other Party's reasonable satisfaction. No action or failure to act by the UNIVERSITY shall constitute a waiver of any right it may have under the terms of the Agreement.

ARTICLE 2
COMPENSATION AND PAYMENT

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

- (a) a fixed fee of \$ _____
- (b) the per diem rate of \$ _____
- (c) the hourly rate of \$ _____ for a total amount not to exceed \$ _____
- (d) the fee set forth on the attached pricing sheet for a total amount not to exceed \$ _____

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

- A. The Contract Fee is all inclusive: The Contract 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 Contract Fee also shall include the payment of out-of-pocket expenses that the UNIVERSITY agrees to reimburse as listed below. All reimbursable expenses 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: (Provide detail for each expense.)

The Contract Fee to be paid under this Agreement shall include the fee of \$ _____ plus estimated reimbursable expenses of \$ _____ for a total amount 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
- C. Upon satisfactory completion of _____% of the authorized work, and the balance upon final completion
- D. Upon execution of this Agreement

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 **Non-Discrimination.** The SERVICE PROVIDER agrees to comply with all State anti-discrimination laws including those contained 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 10:5-38, 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 either (a) \$16,635 (15% of the bid threshold of \$110,900) or (b) \$5,910 (15% of the bid threshold of \$39,400 for services subject to the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.), 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. A Business Registration Certificate is not required if the SERVICE PROVIDER is a non-profit organization.

3.4 **Disclosure of Political Contributions.** If the payment under the Agreement exceeds \$17,500, the SERVICE PROVIDER shall comply with N.J.S.A. 19:44A-20.13 – 20.25 including submission to the State of the SERVICE PROVIDER’s Certification and Disclosure of Political Contributions.

3.5 **Set-Off for State Tax Notice.** Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, 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, the Director of the Division of Taxation 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 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** During the Term of this Agreement, the SERVICE PROVIDER shall maintain, at its own cost and expense, the insurance policies described herein. Upon execution of this Agreement, the SERVICE PROVIDER shall submit to the UNIVERSITY the certificates of insurance certifying all coverage required by this Agreement. All policies and certificates of insurance, except workers' compensation, shall be endorsed to name the UNIVERSITY and the State of New Jersey as additional insured. The insurance required by this section shall be issued by an insurance company rated A- or better in the A.M. Best Key Rating Guide or the generally acceptable equivalent rating category. If the SERVICE PROVIDER is a sole proprietor, partnership or limited liability company, then the insurance policy and certificate must indicate that the proprietor, partners, or members are "included," unless such inclusion is not permitted by law. Upon request, the SERVICE PROVIDER will provide certificates of insurance to the UNIVERSITY Purchasing Office upon execution of the Agreement and periodically during the Term of a multi-year contract. All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to the UNIVERSITY. Failure to maintain insurance coverage consistent with the provisions of this Agreement shall be considered a material breach of this Agreement. The following insurance coverage is the minimum required and shall not relieve the SERVICE PROVIDER of any liability where liability for injury, death, and property damage is greater than the insurance coverage:

- (a) **Commercial General Liability Insurance.** Shall cover Bodily Injury and Property Damage with limits of liability of not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. This policy shall include broad form contractual liability, products liability and completed operations coverage.
- (b) **General Automobile Liability Insurance.** Shall cover all owned, non-owned, and hired vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.
- (c) **Workers' Compensation Insurance.** Shall provide statutory coverage in accordance with the Workers' Compensation Laws of the State of New Jersey.
- (d) **Employer's Liability Insurance.** Shall provide coverage with limits of liability of not less than \$1,000,000 Each Accident, \$1,000,000 Each Employee for Injury by Disease, and \$1,000,000 Injury by Disease.
- (e) The Certificate of Insurance shall be attached hereto as Exhibit 4.

4.2 **Indemnification.** The SERVICE PROVIDER will indemnify, hold harmless and defend the UNIVERSITY, its trustees, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by the SERVICE PROVIDER's negligent, willful, or unlawful acts or omissions or breach of this Agreement, or (ii) 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) by the SERVICE PROVIDER. The SERVICE PROVIDER's obligation under this paragraph shall survive the 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 the UNIVERSITY and the 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 prior 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 Agreement are the property of the UNIVERSITY, and the SERVICE PROVIDER hereby knowingly assigns all rights therein to the UNIVERSITY.

5.5 **Work Made for Hire.** All goods and services delivered by the SERVICE PROVIDER and for which the SERVICE PROVIDER receives payment by the UNIVERSITY shall be the sole and exclusive property of the UNIVERSITY. The SERVICE PROVIDER agrees that performance of this Agreement constitutes "work made for hire."

5.6 **Amendments.** No change to this Agreement is binding upon the UNIVERSITY unless it is in writing and signed by an authorized representative of the UNIVERSITY.

5.7 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law provisions. Any and all claims or disputes between the SERVICE PROVIDER and the UNIVERSITY arising out of or relating to the Agreement, or alleged breach thereof, 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. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. This Agreement is subject to 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.* Each party will be responsible for their own attorney, litigation, or collection fees, regardless of who is the prevailing party.

5.8 **Performance.** SERVICE PROVIDER shall deliver the goods and services in strict accordance with the Agreement and SERVICE PROVIDER's proposal. Time is of the essence in the performance of

this Agreement. If SERVICE PROVIDER fails to deliver the goods or services in accordance with this Agreement, then the UNIVERSITY may immediately terminate this Agreement by providing written notice to SERVICE PROVIDER and SERVICE PROVIDER shall indemnify UNIVERSITY against any losses, claims, damages, and reasonable costs and expenses directly attributable to SERVICE PROVIDER's failure to deliver the goods or services in accordance with this Agreement.

5.9 **Assignment or Subcontracting.** The SERVICE PROVIDER shall not assign or subcontract in whole or in part any of the goods or services to be furnished under this Agreement or assign 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, or the name of any trustees, faculty member, other employee of the UNIVERSITY for any purpose whatsoever, without the prior written consent of the UNIVERSITY.

5.11 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

5.12 **Notices.** All notices required under this Agreement shall be in writing and shall be validly and sufficiently served by the UNIVERSITY upon the SERVICE PROVIDER if addressed and mailed by certified mail to the address set forth in the SERVICE PROVIDER's proposal. Notices from the SERVICE PROVIDER to the UNIVERSITY shall be addressed and mailed by certified mail to the attention of the Director of Procurement and Contracting, Stockton University, 101 Vera King Farris Drive, Galloway, NJ 08205.

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

STOCKTON UNIVERSITY

SERVICE PROVIDER

Authorized Representative

Authorized Representative

Name: _____

Name: _____

Title: _____

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: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf
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