



SERVICE AGREEMENT
CONTRACT NO. _____

THIS AGREEMENT dated _____ 20____ between the **STOCKTON UNIVERSITY** (the "UNIVERSITY") and

_____ (Name of Company), with a business address at

_____ ("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 _____ 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.

- C. Term: The term of this contract shall commence on: _____ and Terminate on: _____.

Note: 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

2.1 Contract Fee

The Service Provider agrees to perform all Services requested under this contract fixed fee of \$ _____ or the per diem rate of \$ _____ or the hourly rate of \$ _____ for a total contract amount not to exceed \$ _____ (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 UNIVERSITY 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 UNIVERSITY.
Approved Reimbursable expenses: (Set out each expense.)

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

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

- A. The Service Provider shall:
- 1) Invoice the UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY'S discrimination and harassment policy is available on the [Affirmative Action and Ethical Standards webpage](http://www.stockton.edu/Affirmative-Action-and-Ethical-Standards) of 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 \$4,950.00 (15% of bid threshold set at \$33,000) 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/. 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 UNIVERSITY pursuant to this Contract, the Firm must demonstrate to the UNIVERSITY'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 UNIVERSITY, 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 UNIVERSITY'S Procedures and agree to report any Red Flags to the UNIVERSITY'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 the UNIVERSITY and to hold the UNIVERSITY 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 UNIVERSITY'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 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 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 UNIVERSITY, 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 the UNIVERSITY 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 UNIVERSITY. Service Provider shall have an affirmative obligation to advise the UNIVERSITY 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 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

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 The Service Provider shall not have the authority to enter into any contracts to bind the UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY and the Service Provider without regard to the principles of conflicts of law.

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

WITNESS:
STOCKTON UNIVERSITY

Witness:

Signature

Date

Signature

Printed Name

Printed Name

Title

Witness:

Contact Signature

Date

Signature

Contact Printed Name

Printed Name

Contact Title

Company Name

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:

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.

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.

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.

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 and the Americans with Disabilities Act.

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.

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.

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.

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.

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”

SBE SUBCONTRACTING PARTICIPATION GOALS AND REPORTING REQUIREMENTS

A contractor must demonstrate that it made a good faith effort to identify qualified SBE firms for any subcontracts let under the agreement.

Evidence of a “good faith effort” includes, but is not limited to:

1. The firm shall request listings of SBEs from the Division (609)652-1776 and/or The Richard Stockton College of New Jersey and attempt to contact same.
2. The firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The firm shall actively solicit and shall provide The Richard Stockton College of New Jersey with proof of solicitations of SBEs for the provision of Services; including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.
5. The firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work and the subject contract.
6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs. Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as Exhibit 5, and shall complete such other forms as may be required by the Richard Stockton College of New Jersey for State reporting as to participation.

EXHIBIT "5"
CERTIFICATE OF INSURANCE