

SERVICE AGREEMENT
CONTRACT NO. _____

THIS SERVICE AGREEMENT dated _____ ~~the~~en

STOCKTON UNIVERSITY
(the "UNIVERSITY"RS967 0 T2 029Sw 060 429-14 0 T2 029Sw 060 42.4

ARTICLE 1
SCOPE OF SERVICES AND TERM

1.1 Services.

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

To the extent there is any conflict or inconsistency between the SERVICE PROVIDER Proposal and this Agreement, the terms of this Agreement shall control.

B. SERVICE PRO

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



The Director of the Division of Taxation shall give notice of the set-

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

PROVIDER's indemnification obligation is in addition to the SERVICE PROVIDER's insurance obligations contained herein.

ARTICLE 5

5.2 Conflict

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, including inventions or improvements of the SERVICE PROVIDER solely or with others resulting from the performance of the SERVICE PROVIDER's duties as an employee, or faculty member of the UNIVERSITY, and the SERVICE PROVIDER hereby knowingly assigns all such inventions or improvements 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

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, the remaining provisions shall not be affected thereby. prohibition and the

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

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 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. T

EXHIBIT 3

NJ BUSINESS REGISTRATION CERTIFICATE

EXHIBIT 4

CERTIFICATE OF INSURANCE