

# COOPERATIVE AGREEMENT

For Services estimated to be less than \$5,000 annually

**THIS AGREEMENT, hereinafter referred to as "Agreement"**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, located at 1500 North Patterson Street, Valdosta, Georgia hereinafter referred to as the "VSU" and Person's Name (Vendor/Corporation name), hereinafter referred to as "Person's Name." VSU and Person's Name shall be jointly hereinafter referred to as "parties".

**WHEREAS**, Person's Name possesses certain knowledge, skill, ability and expertise to perform certain functions and services; and

**WHEREAS**, Person's Name has proposed to perform certain services for VSU; and

**WHEREAS**, VSU desires to have Person's Name perform such services; and

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

## *Scope of Work.*

### **Sample**

Provide training through Vendor/Corporation name for \_\_\_\_\_ to be held at the \_\_\_\_\_ as per the following schedule:

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## *VSU's Responsibilities:*

### **Sample**

VSU will:

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## *Vendor/Corporation name (Person's Name) Responsibilities:*

### **Sample**

CONTRACTOR will:

Provide VSU with \_\_\_\_\_

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***Division of Financial Responsibilities/Proceeds (Compensation): Sample***

VSU will pay Person's Name with Vendor/Corporation name "\$X per hour/Flat fee" after the successful completion of the terms of this agreement, upon receipt of an invoice.

VSU may terminate this Agreement without cause by giving written notice to Person's Name, in which event this Agreement shall be terminated at the end of five (5) days after the day on which such notice is given.

***Independent Contractor Status:***

Neither the Vendor/Corporation name nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of the State of Georgia, and in particular VSU. Person's Name and all such agents, servants, and employees shall for all purposes be deemed to be independent contractors, and this Agreement shall not be construed so as to create a partnership or joint venture between Person's Name and the State of Georgia or any of its agencies. Consequently, Person's Name is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation and unemployment insurance.

***Publicity***

It is also agreed that no advertising or publicity having or containing any reference to VSU in which the name is mentioned, shall be made use of by Person's Name or anyone on Person's Name behalf unless and until the same shall have first been submitted to and approved by an authorized representative of VSU in writing.

\_\_\_\_\_ Date  
Valdosta State University (Print Name and Provide Signature)

VSU Account #: \_\_\_\_\_

Vendor/Corporation name	Signature	Title	Date	Phone
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(Vendor should also complete the following certification form.)

**VENDOR CERTIFICATION:**

**I certify the following for the individual or organization named in the above contract:**  
**(Please read and complete in full)**

**Note: This form should not be used if the individual or organization performing the service for VSU is a University System Employee. If the entity is a USG Employee, a Dual Compensation form is required and is paid through their respective University's Payroll.**

1) Company or Individual Name: \_\_\_\_\_

2) Business Type: (select one type)

a.  Corporation \_\_\_\_\_ Employer Identification Number Only

b.  Partnership \_\_\_\_\_ **or** \_\_\_\_\_  
Social Security Number Employer Identification Number

c.  Individual / (SSN) \_\_\_\_\_ **and** \_\_\_\_\_  
Sole Proprietorship Owner's name (as appears on Social Security Card)

d.  Government Agency \_\_\_\_\_ Employer Identification Number Only

3) Ordering Address: \_\_\_\_\_

4) Payment Address (If different than above) \_\_\_\_\_

5) Standard Payment Terms:  Net 30 Days or Other Terms: \_\_\_\_\_

6) Is the company owned by an American citizen?  YES  NO

7) Can your company be classified as a **SMALL BUSINESS** by the following definition?

**Small Business** – defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statute 50-5-121)

a.  NO b.  YES, check the following reason(s) that apply:

Less than 100 employees

Less than \$1,000,000 in gross annual receipts.

8) Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

**Minority Owned Business Enterprise** – means a business that is 51% owned or controlled by one or more minority persons.

a.  NO b.  YES, please indicate if your firm is 51% owned or controlled by one or more of the groups listed:

% African American  % Hispanic/Latino  % Native American

% Asian American  % Pacific Islander

9) Are any of your suppliers minority and/or small business enterprises?

a.  NO b.  YES, indicate an estimated % of the total that represents minority companies \_\_\_\_\_%.

10) If awarded a contract as a result of a bid solicitation, do you anticipate employing any small or minority subcontractors?  YES  NO