**VALDOSTA STATE UNIVERSITY**

**SERVICE AGREEMENT**

**(For any service under $25,000 per year or exempted from State bidding requirements.)**

**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      , hereinafter referred to as “Vendor.” VSU and Vendor shall be jointly hereinafter referred to as “parties”.

**WHEREAS,** VSU desires to have Vendor to provide certain professional services at the dates and times set forth below, and in accordance with the terms, conditions and specifications provided or incorporated herein; 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:***

***Term of Service:***

**Service Start Date:**       **Service End Date:**

***Fee for Vendor’s Services Rendered:***

***Payment Terms:***

\*\*\*NOTE: Unless other payment arrangements are made, such as monthly or quarterly payments, the following payment terms should be used. Delete this note after editing.\*\*\*

VSU will remit payment to Vendor within thirty (30) calendar days of VSU’s receipt and acceptance of an undisputed invoice or completion of the services under the Scope of Work and Vendor's Responsibilites sections provided herein, whichever is later.

***VSU’s Responsibilities:***

VSU will:

***Vendor’s Responsibilities:***

Vendor will:

***Independent Contractor Status:***

Vendor shall not be deemed to become an agent, servant, or employee of the State of Georgia, and in particular VSU. Vendor shall for all purposes be deemed to be an independent contractor, and this Agreement shall not be construed so as to create a partnership or joint venture between Vendor and the State of Georgia or any of its agencies. Consequently, Vendor is responsible for all applicable federal and state regulations relating to income tax, social security, worker’s compensation and unemployment insurance.

***Terms& Conditions:***

This Service Agreement is governed by and subject to any and all applicable federal and state laws, VSU policies, particularly *Valdosta State University Standard Purchase Order Terms and Conditions*, which are incorporated by this reference and may be accessed at the following link:

<http://www.valdosta.edu/administration/finance-admin/financial-services/procurement/documents/purchase-order-terms-and-conditions-effective-9202014.pdf>

**VSU Account #:**

(Acct#-Fund-DeptID-Program-Class-Project)

**AGREED and ACCEPTED:**

Vendor’s Printed Name

Vendor’s Signature Date

Budget Manager’s Printed Name

Budget Manager’s Signature Date

Department Receiving of Services

**ADDITIONAL INSTRUCTIONS**

**1.** Vendor must have a completed and signed **Vendor Form** on file in order to process payment. The Vendor Form may be accessed at the following link:

<http://www.valdosta.edu/administration/finance-admin/financial-services/procurement/forms/new-vendor-form.pdf>

**2.** Vendor must submit a signed and notarized **Contractor Affidavit** for a Service Agreement that exceeds $2,499.99 and involves Vendor’s physical performance of services within the state of Georgia. In lieu of the Contractor Affidavit, a Vendor with no employees and with no intention to hire employees may submit a copy of the Vendor’s driver’s license or state issued ID card. The Contractor Affidavit may be accessed at the following link:

<http://www.valdosta.edu/administration/finance-admin/financial-services/procurement/purchasing/forms/e-verify-contractor-affidavit.pdf>

**3.** If the cost of services provided under this Service Agreement is $25,000.00 or more and is not otherwise exempt; the purchase of these Services must be the result of a successful competitive bid or Sole Source Purchase. Department personnel requesting this purchase should contact Procurement for assistance.