

Valdosta State University **Monetary** Service Agreement Form

Instructions: This form is for any anticipated supplier provided service under \$25,000 per service or that is otherwise exempt from State bidding requirements. This form may be used in lieu of any supplier provided contract or agreement, with the understanding that the State of Georgia, the Board of Regents of the University System of Georgia, and Valdosta State University’s terms and conditions supersede the supplier’s provided contract/agreement terms and conditions. For any individuals, please complete this form, as well as the [Determination of Status Form](#), and send both documents to vsuindependentcontractor@valdosta.edu.

NOTE: If vendor will be interacting with minors on campus; vendor must complete a [Minors on Campus Registration form](#).

A. Supplier’s Full Legal Name	F. Service Start Date
B. Supplier Email	G. Service End Date
C. Supplier Contact Phone	H. Service Fee

PART 2: DEPARTMENT INFORMATION

A. End User Department	
B. Budget Manager Name	
C. Primary Contact Name	
D. Primary Contact Email	
E. Project Manager Phone	
F. VSU Budget Chart String	

PART 3: PROJECT QUESTIONS.

Y/N

1. Is the project’s initial term fully funded?	
2. Does the Scope of Work fully detail the anticipated project?	
3. Are all project documents attached? (SOW, Quote, etc.)	
4. Is this vendor be processing credit card data on behalf of VSU?	
5. Will vendor regularly interact with minors, students, employees, monies, sensitive/confidential data or facilities? (for example, an HVAC repair crew with extended access to a building for more than 5 business days)	

PART 4: AGREEMENT.

This Service Agreement, (the “Agreement”) is made 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 (“VSU”) and the above-named Supplier.

In consideration of the mutual agreements and promises stated in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Supplier will provide the following detailed Scope of Work (describe fully):

II. VSU will:

- a. Pay Supplier the Fee for Supplier's Services Rendered in accordance with the terms and conditions of this Agreement.
- b. Provide access to those VSU facilities and/or properties reasonably necessary for Supplier to carry out Supplier's responsibilities under this Agreement.
- c. *Any additional responsibilities that VSU commits to (must be approved by Procurement prior to this form being signed by either party):*

III. Independent Contractor Status.

The parties to this Agreement are independent contractors, and not employer/employee, agent/principle, partners, or joint venturers.

IV. Terms & Conditions.

This Agreement is governed by VSU’s Standard Purchase Order Terms and Conditions, which are published at the following URL: <http://www.valdosta.edu/administration/finance-admin/financial-services/procurement/terms-and-conditions.pdf> and which are incorporated herein by reference. This Agreement is likewise subject to all federal and state laws, Board of Regents policies, and VSU policies.

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V. **Payment Terms:** VSU will remit payment to Supplier within thirty (30) calendar days after VSU’s receipt and acceptance of an undisputed invoice; unless alternate Payment Terms are expressly agreed upon below.

a. *Alternate Payment Terms (must be approved by Procurement prior to this form being signed by either party):*

VI. END USER DEPARTMENT: ADDITIONAL DOCUMENTS AND SUBMISSION INSTRUCTIONS

In order to process and issue a Purchase Order using the Valdosta State University Monetary Service Agreement Form, the following additional documents, if applicable, need to be attached to the Requester’s requisition in ePro along with the complete and signed Service Agreement document:

- 1) **CONTRACTOR AFFIDAVIT:** This is a state law requirement that the University cannot waive. Supplier must provide a signed and notarized Contractor Affidavit form for any service that exceeds \$2,499 and involves the physical performance of services. However, if a Supplier has no employees and no intention to hire employees to fulfill the requested services outlined in this Service Agreement, a copy of the front and back of the Supplier’s driver’s license or government issued photo ID may be submitted in lieu of the Contractor Affidavit. The Contractor Affidavit may be accessed at the following link: http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

- 2) **DETERMINATION OF STATUS FORM:** VSU Human Resources (HR) must determine whether a Supplier that consists of a single individual (rather than a business entity) is eligible for independent contractor status. Therefore, for any Monetary Service Agreement with an individual Supplier, the requesting Department must complete and submit a [Determination of Status Form \(DOS\)](#) along with this completed Monetary Service Agreement Form to Human Resources at vsuindependentcontractor@valdosta.edu. Upon receipt of a written, approved, determination of status from HR, the Department may proceed with submitting an eProcurement requisition. The Determination of Status Form may be accessed at the following link: <https://www.valdosta.edu/administration/finance-admin/human-resources/documents/independent-contractor-questionnaire.pdf>

PART 5: SIGNATURES.

CERTIFICATION: By signing below, both parties attest that they are in agreement with the terms of this Agreement and all State of Georgia and VSU Terms & Conditions, and Supplier certifies that it can furnish the services and materials designated above.

	Approvers	Printed Name	Signature	Date
1.	Supplier:	_____	_____	_____
2.	Requestor:	_____	_____	_____
3.	Budget Manager:	_____	_____	_____
*** FOR HR/PROCUREMENT INTERNAL USE ONLY ***				
4.	Human Resources	_____	_____	_____
5.	CUPO (as necessary)	_____	_____	_____
6.	LEGAL (as necessary)	_____	_____	_____