

VENDOR AGREEMENT

This Vendor Agreement (the “Agreement”) is made by and between the **Board of Regents of the University System of Georgia by and on behalf of Georgia Gwinnett College (“GGC”)** and _____ (“Vendor”).

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

1. **Services.** Vendor agrees to perform for GGC the services described more specifically in Exhibit A (“Services”), which is attached to and incorporated into this Agreement. The Vendor agrees to perform the Services to the reasonable satisfaction of GGC during the term of this Agreement.
2. **Payment.** GGC will pay Vendor for Services within thirty (30) days following completion of all Services and in accordance with the Payment Terms contained in Exhibit A. Any and all payments to Vendor are dependent upon and subject to the availability of funds to GGC for the purpose set forth in this Agreement.
3. **Term.** The term of this Agreement begins on _____ and terminates on _____. This Agreement may be renewed at the mutual written consent of the parties.
4. **Additional Terms.** Additional terms applicable to this Agreement may be set forth in Exhibit A, as necessary. If anything in Exhibit A conflicts with this Agreement, the terms of this Agreement shall control over Exhibit A.
5. **Independent Contractor.**
 - a. Vendor is an independent contractor and shall not be deemed to be an employee of GGC. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties. Vendor shall not be entitled to any GGC employee benefits including, but not limited to, insurance, paid annual leave, sick leave, workers’ compensation, or retirement benefits.
 - b. Vendor acknowledges that no representation has been made to Vendor by GGC regarding the tax status of the payments made pursuant to this Agreement, and the Vendor represents that Vendor is not relying in any way upon GGC in this regard. The Vendor agrees that Vendor shall be solely responsible and pay all taxes lawfully imposed upon Vendor with respect to the Services of this Agreement, including but not limited to all federal and state unemployment taxes, FICA and income taxes.
 - c. Vendor understands and acknowledges that GGC requires that a criminal background investigation be made of any and all Vendor personnel used to provide Services to GGC. Vendor shall not assign personnel to any task under this Agreement if the criminal background check indicates an unacceptable security risk as determined by the State of Georgia or GGC. The Vendor shall notify GGC if any employee, agent, or subcontractor is no longer employed by or works with the Vendor.

6. Insurance.

- a. Vendor is required to carry liability insurance in amounts, form, and by a carrier satisfactory to GGC and to add GGC as an additional named insured on a primary and noncontributory basis. Vendor is required to provide GGC with proof of insurance prior to commencement of Services.
- b. If applicable, Vendor will provide proof of Worker's Compensation Insurance prior to commencement of Services.

7. Release and Indemnification.

- a. Vendor hereby agrees to indemnify, participate fully in the defense of, and hold harmless GGC, the Board of Regents of the University System of Georgia, its members individually and their officers, agents, and employees from any and all liability, loss, claims, damages, cost, and expense which arise as a result of the performance of this Agreement by Vendor or Vendor's agents or employees.
- b. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL GGC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF FORESEEABLE.

8. Proprietary Information.

- a. Vendor acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for GGC to disclose to Vendor certain proprietary information developed by GGC.
- b. Vendor agrees that it shall not disclose, transfer, use, copy, or allow access to any such proprietary information to any employees or to any third parties except those who have a need to know such proprietary information in order to allow Vendor to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.

9. Confidential Information.

- a. Vendor and its employees, agents, and subcontractors may have access to confidential information maintained by GGC to the extent necessary to carry out the Vendor's responsibilities under this Agreement. The Vendor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by GGC. Vendor agrees that the information, data, or materials will be used only for the purpose of providing the Services under this Agreement and will not be disclosed to others without the prior written approval of GGC or except as authorized by law. The Vendor's confidentiality obligations shall survive termination of this Agreement.
- b. Any data supplied to or created by the Vendor shall be considered the property of GGC. The Vendor shall return to GGC any and all data collected, maintained, created, or used in the course of the performance of this Agreement, in whatever form it is maintained, upon request by GGC or upon the termination of this Agreement.
- c. In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify GGC and cooperate with GGC in any lawful effort to protect the confidential information. The Vendor shall immediately report to GGC any unauthorized disclosure of confidential information.

10. Data Security and FERPA.

- a. To the extent Vendor has access to or is provided with any GGC data, Vendor must protect such GGC data, regardless of its source, with the level of protection as defined in the University System of Georgia Standard for Supplier Management: Cybersecurity Requirements (available [here](#)), and as required by law, regulation, or University System of Georgia or GGC policy.
- b. In accordance with the Family Educational Rights and Privacy Act (“FERPA”), Vendor agrees that it will not disclose any protected student information it may receive to any third party without the prior written consent of the individual student. Vendor and its officers, employees, and agents will use the information only for the purposes for which the disclosure to the Vendor by GGC or the student was made, and for no other purpose.

11. Additional Terms.

- a. **Compliance.** Vendor will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations, and in accordance with the policies of the Board of Regents of the University System of Georgia and GGC. Vendor will obtain all permits required to comply with such laws, rules, ordinances, regulations, and policies.
- b. **Notice.** Any notice or communication required by or related to this Agreement will be in writing and will be considered to be given when: (a) delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be addressed to the other party at the address set forth below, or at such other address as either party designates to the other in writing.

For GGC:

Attn:
1000 University Center Lane
Lawrenceville, GA 30043

For Vendor:

Attn:
Address:

Email:

Email:

- c. **Termination.** GGC may, by written notice to Vendor, terminate this Agreement in whole or in part at any time, either for GGC’s convenience or because of the failure of Vendor to fulfill Vendor’s contract obligations. Upon receipt of notice terminating this Agreement, the Vendor shall 1) immediately discontinue all services affected (unless the notice directs otherwise) and 2) deliver to GGC all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Vendor in performing this Agreement, whether completed or in progress. If this Agreement is terminated, Vendor shall be paid for services rendered through the date of termination as determined solely by GGC.
- d. **Assignment.** Vendor shall not assign or subcontract the whole or any part of this Agreement without GGC’s prior written consent.
- e. **Non-Discrimination.** There shall be no discrimination on the basis of race, color, age, ethnicity/national origin, religion, sex, sexual orientation, gender identity/expression, veteran status, genetic information, or disability.

- f. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Georgia, and each party expressly and irrevocably consents to exclusive jurisdiction and venue in the Superior Court of Fulton County, Georgia.
- g. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
- h. **Waiver.** The waiver by GGC of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- i. **Publicity; Trademarks and Logos.** It is agreed that no advertising or publicity, having or containing any reference to the Board of Regents of the University System of Georgia, its units or institutions (including GGC) shall be made by the Vendor, or anyone on the Vendor's behalf, unless and until it has first been submitted to and approved by GGC in writing. Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party without first obtaining prior written approval from the other party.
- j. **Entire Agreement.** This Agreement embodies the entire agreement of the parties on the subject matter herein and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied. This Agreement may be amended only in writing that is signed by both parties.

IN WITNESS WHEREOF, the parties have read, agree with, and understand the terms and conditions above.

AGREED TO BY:

For the Board of Regents of the University System of Georgia by and on behalf of Georgia Gwinnett College:

Signature: _____ Date: _____

Name: Franklin Lawson

Title: Director of Purchasing

For Vendor:

Signature: _____ Date: _____

Name: _____

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

Services:

The Services to be performed by Vendor pursuant to the Agreement are as follows:

Payment Terms:

Additional Terms: