

Vendor Agreement

This Agreement, dated _____ is between The Board of Regents of the University System of Georgia by and on behalf of Georgia Gwinnett College (GGC) and _____ (Vendor). Georgia Gwinnett College will perform all obligations of The Board of Regents of the University System of Georgia under this Agreement.

In consideration of the mutual covenants and promises set forth in this Agreement, and for good and other valuable consideration, the receipt, adequacy, and sufficiency of which the parties acknowledge, GGC and Vendor agree as follows:

1. Services

Vendor agrees to perform for GGC the services set forth in Exhibit A (Services), which is attached to and incorporated into this Agreement.

2. Payment

GGC will pay Vendor for Services within 30 days following completion of all Services and in accordance with the Payment Terms contained in Exhibit A.

3. Term

The term of this agreement is set forth in Exhibit A.

4. Independent Vendor

- a. Vendor is an independent Vendor and not an employee of GGC, the University System of Georgia, or the State of Georgia.
- b. Vendor is solely responsible for all federal and state unemployment taxes, FICA, income, and any other applicable taxes. GGC will not withhold any amount that would normally be withheld from an employee's pay and neither Vendor nor any employee of Vendor shall participate in any benefits of any sort, which GGC offers to its employees.
- c. Vendor agrees not to represent itself as GGC's agent for any purpose to any party or to allow any employee of Vendor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- d. Services will be performed by Vendor, and GGC is not required to hire, supervise, or pay any assistants, to help the Vendor. Vendor affirms that GGC will not be required to furnish or provide any training to Vendor or to any employees of Vendor to enable Vendor to perform the Services. GGC is not required to provide Vendor with office space.
- e. Vendor will provide Services in accordance with all applicable 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.
- f. Vendor understands and acknowledges that GGC requires that a criminal background investigation be made of any and all Contractor personnel used to provide Services to GGC. Vendor represents and warrants that Vendor shall refrain from assigning personnel to any task under this Agreement if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State of Georgia or GGC. In the event that Vendor's employees, agents, and subcontractors are be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Vendor's responsibilities under the Agreement, such access may be terminated at the sole discretion of GGC. The Vendor shall provide immediate notice to GGC of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Vendor represents and warrants that Vendor shall provide notice to GGC of the changed status of any employee, agent, or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

5. 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.
- b. Vendor is required to provide GGC with proof of insurance prior to commencement of Services.
- c. If applicable, Vendor will provide proof of Worker's Compensation Insurance prior to commencement of Services.

6. Indemnification

- a. The Vendor agrees to indemnify and hold harmless GGC, the Board of Regents of the University System of Georgia, and the State of Georgia (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - i. Any breach of the Agreement;
 - ii. Any negligent, intentional or wrongful act or omission of the Vendor or any employee, agent, or subcontractor used or employed by the Vendor;
 - iii. Any failure of Services to comply with applicable specifications, warranties, and certifications under the Agreement;
 - iv. The negligence or fault of the Vendor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Agreement;
 - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - vi. The Vendor's performance or attempted performance of the Agreement, including any employee, agent, or subcontractor used or employed by the Vendor;
 - vii. Any failure by the Vendor to comply with applicable laws, rules, regulations, ordinances, policies, or professional standards;
 - viii. Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Georgia or the United States;
 - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - x. Any failure by the Vendor to adhere to the confidentiality provisions of the Agreement.
- 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.

7. 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. Vendor further acknowledges that the Services, including any deliverables, may of necessity incorporate such Proprietary Information.
- 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 excepting 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.

8. Confidential Information

- a. The Vendor's employees, agents, and subcontractors may have access to confidential data maintained by GGC to the extent necessary to carry out the Vendor's responsibilities under the Agreement. The Vendor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by GGC.

- b. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of GGC, either during the period of the Agreement or thereafter. Any data supplied to or created by the Vendor shall be considered the property of GGC. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of GGC.
- 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.
- d. The Vendor shall immediately report to GGC any unauthorized disclosure of confidential information.
- e. The Vendor's confidentiality obligation under shall survive termination of the Agreement.

9. Additional Terms

- a. Vendor understands and agrees that GGC will suffer irreparable harm if Vendor should breach its obligations under this Agreement. Accordingly, GGC will be entitled to injunctive relief and other applicable equitable remedies for breach of this Agreement by Vendor, in addition to GGC's remedies at law.
- b. There will be no discrimination on the basis of race, color, age, ethnicity/national origin, sex, sexual orientation, religion, gender identity or expression, veteran status, genetic information or disability.
- c. This Agreement is governed by the laws of the State of Georgia without regard to any choice of law or conflicts of law provisions. The parties consent to submit to the exclusive jurisdiction of the federal and state courts of Fulton County, State of Georgia for any actions, suits or proceedings related to this Agreement.
- d. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue without being impaired or invalidated.
- e. This Agreement sets forth the entire understanding and Agreement of the parties and supersedes all prior Agreements, proposals, negotiations, letters of intent or other communications, whether written or oral. Any changes must be in writing and signed by both parties.
- f. This Agreement is not assignable by either party without the prior written consent of the other party.
- g. This Agreement does not create a joint venture, partnership, employment, or agency relationship between the parties.
- h. If anything in Exhibit A is in conflict with this Agreement, the terms of this Agreement shall control over Exhibit A.

GGC and Vendor hereby execute this agreement through their duly authorized representatives:

For Georgia Gwinnett College:

Signature: _____ Date: _____
 Name: Bruce Burbank
 Title: Director of Purchasing

For Vendor:

Signature: _____ Date: _____
 Name: _____
 Title: _____

**EXHIBIT A
STATEMENT OF WORK**

Term: This agreement begins on _____ and terminates on _____.

Services:

Payment Terms: