

**Service Level Agreement
Between
The University System Office
of the Board of Regents of the University System of Georgia**

and

**The Board of Regents of the University System of Georgia
by and on behalf of the University of Georgia**

This **Service Level Agreement** is made and entered this _____ by and between the University System Office of the Board of Regents of the University System of Georgia ("USO") and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia ("UGA").

WHEREAS, UGA possesses certain knowledge, skill, ability, and expertise to perform certain functions and services; and

WHEREAS, UGA has proposed to perform certain services for the Board; and

WHEREAS, USO desires to have the UGA perform such services on a nonexclusive basis; and

NOW, THEREFORE, the parties agree as follows:

I.

USO agrees to perform the services and/or obligations set forth on Exhibit A. Exhibit A is attached hereto and incorporated herein by reference.

II.

UGA agrees to perform the services and/or obligations set forth on Exhibit A.

III.

A. Either party may terminate this Agreement without cause by giving written notice, in which event this Agreement shall be terminated at the end of five (5) days after the day on which such notice is given. If at the time of termination USO has paid UGA for services not yet rendered, UGA will reimburse USO on a fair and equitable basis. If at the time of termination UGA has rendered services for which it has not been paid, USO shall reimburse UGA on a fair and equitable basis. The determination of what constitutes fair and equitable shall be made in good faith by the Chancellor of the University System of Georgia.

B. Upon receipt of notice terminating the Agreement, UGA shall: 1) immediately discontinue all services affected (unless the notice directs otherwise) and 2) deliver to the USO all data, reports, summaries, and such other information and materials as well as equipment

and software as may have been prepared for and/or accumulated by UGA in performing this Agreement, whether completed or in progress.

IV.

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that the public institutions of the State of Georgia are prohibited from pledging the credit of the State. In the event that the source of payment for this Agreement no longer exists or is insufficient with respect to the services to be provided under this Agreement, in the sole discretion of the Chancellor, then this Agreement shall terminate without further obligation of USO as of that moment. The certification by USO of the events stated above shall be conclusive.

V.

The term of this Agreement shall be from _____ to _____.

VI.

- A. Time is of the essence of this Agreement.
- B. This Agreement contains the entire understanding between the parties concerning its subject matter.
- C. UGA may not assign or subcontract the services set forth herein without the express written consent of USO.
- D. This Agreement may not be modified at any time, other than by the express, mutual consent of the parties.

IN WITNESS WHEREOF, this Agreement is entered into on the date first above written.

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF
OF THE UNIVERSITY OF GEORGIA**

**UNIVERSITY SYSTEM OFFICE OF THE
BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

I. USO shall do or cause to be done the following:

[Describe any obligations of USO and the amount to be paid for the identified services, and how and when the funds will be transferred]

II. UGA shall do or cause to be done the following:

[Describe any obligations of the UGA, such as services to be performed, deliverables, time lines, invoicing/billing requirements, etc.]