

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

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This **Service Level Agreement** is made and entered into this \_\_\_\_\_ by and between the University System Office of the Board of Regents of the University System of Georgia (“USO”) and \_\_\_\_\_ (“Institution”).

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

**I.**

The 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.**

The **Institution** agrees to perform the services and/or obligations set forth on Exhibit B.

**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 the Institution for service not yet rendered, the Institution will reimburse USO on a fair and equitable basis. If at the time of termination the Institution has rendered services for which it has not been paid, USO shall reimburse the Institution 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.

B. Upon receipt of notice terminating the Agreement, the Institution 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 Institution in performing this agreement, whether completed or in progress.

**IV.**

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that 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 the USO as of that moment. The certification by the 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. The Institution may not assign or subcontract the services set forth herein without the express written consent of the 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.

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

BY: \_\_\_\_\_

[name, title]`

BY: \_\_\_\_\_

**Exhibit A**

**I.**

The **USO** shall do or cause to be done the following: A. [Describe any obligations of USO and the amount, how and when the funds will be transferred]

**II.**

The **Institution** shall do or cause to be done the following: A. [Describe any obligations of the Institution, such as services to be performed, deliverables, time lines, invoicing/billing requirements, etc.]

The USG is exempt from the DOAS procedures for construction and public works contracts.