PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Vendor") an organization authorized to conduct business in the State of New Jersey with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the University of Medicine and Dentistry of New Jersey, a body corporate and politic of the State of New Jersey, with offices at 65 Bergen Street, Suite 1437, Newark, New Jersey 07107 (hereinafter "University" or “UMDNJ”).

WHEREAS, the University, through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department desires; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, Vendor has the expertise to assist the University.

NOW THEREFORE, in consideration of the terms and conditions contained herein the parties hereto agree as follows:

1. Services Vendor will provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event of a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and be given precedence.

2. Term Vendor will begin Services upon execution of this Agreement. Vendor shall complete Services by \_\_\_\_\_\_\_\_\_\_\_. **OR** Vendor shall provide said services for one year from the date of execution of this Agreement, at which time this Agreement shall expire and automatically terminate; provided; however that this Agreement may be terminated on an earlier date in accordance the termination provision of Paragraph #5. (The University shall have the option to extend this Agreement for an additional one-year period or two (2) additional one-year periods).

3. Fee University agrees to pay a fees of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **Or** a fee based on the schedule attached hereto as Exhibit B. This fee includes all expenses and expenditures, including but not limited to travel, telephone, reproduction, and postage. Total fees shall not exceed $\_\_\_\_\_\_\_\_. Vendor shall be paid within forty-five (45) days of submission of invoice for services rendered. **Or** Vendor shall bill for services rendered and expenses incurred at the end of each month and shall be paid for services performed and expenses documented to the satisfaction of the University within forth-five (45) days of submission of invoice. Vendor shall submit an invoice no more than once per month and no payments will be made by the University in advance of services being performed or in advance of expenses being incurred.

4. Independent Contractor Vendor shall remain an independent contractor for the term of this Agreement. Nothing contained herein shall be construed to make the Vendor an employee of the University. Vendor warrants that it is capable of providing the services contemplated herein, by training and licensing.

5. Confidential Information During the course of this engagement, the Vendor may be given by the University or may generate certain information (including scientific, technical, clinical and commercial information), which the University deems confidential and/or proprietary (“Confidential Information”). Furthermore, the Vendor agrees (i) not to use such Confidential Information except for the purpose of discussions with University and (ii) not to disclose Information to others without the express written permission of University, except that Vendor shall not be prevented from using or disclosing Information:

1. that Vendor can demonstrate by written records was previously known to Vendor without any obligation of confidentiality;

(B) that is now public knowledge, or becomes public knowledge in the future, other than through Vendor’s acts or omissions in violation of this Confidentiality Agreement;

(C) that is lawfully obtained by Vendor without any obligation of confidentiality from sources independent of University; or

(D) that is required to be disclosed pursuant to a subpoena, law, regulation or other legal proceeding, provided (i) Vendor first provides University with reasonable advance written notice and the opportunity, if possible, to limit, object to, or narrow such disclosure, (ii) Vendor assists University in any effort to seek confidential treatment of such Information by protective order or otherwise and (iii) any disclosure hereunder is limited in scope and recipients to that which is required by such legal proceeding.

It is further agreed that the furnishing of Information to Vendor shall not constitute any grant, option, or license to Vendor under any patent or other rights now or hereinafter held by University.

Vendor’s obligations under the terms of this Agreement shall remain in effect for five (5) years from the date of each disclosure by University. Upon request from University, Vendor shall return any Confidential Information in Vendor’s possession or control, including any copies or embodiments of such Confidential Information, back to University.

6. Default In addition to any other rights in law or in equity, in the event that either party defaults in any term or condition of this Agreement, the non-defaulting party may terminate this Agreement upon \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) days written notice.

7. Termination The University shall have the right to terminate this Agreement upon \_\_\_\_\_\_\_\_ (\_\_) days prior written notice without cause. In the event of any termination pursuant to this Agreement, Vendor agrees to forward to University all work performed as of the date of termination. Vendor shall be paid for work performed to the date of termination, and shall not be entitled to any payment for early termination of the Agreement.

8. Non Waiver The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default whether or not of the same or similar nature.

9. Entire Agreement The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.

10. Governing Law This Agreement shall be governed by the laws of the State of New Jersey.

11. Notice Any notice to be given pursuant to this Agreement shall be delivered personally or sent Certified mail, return receipt requested to the following addresses:

 If to Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 If to University: Denise Mulkern

 Sr. Vice President of Finance

University of Medicine and

Dentistry of New Jersey

University Heights

65 Bergen Street, Suite 1419

Newark, New Jersey 07107-3001

 With copies to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University of Medicine and

Dentistry of New Jersey

University Heights

65 Bergen Street, Suite

Newark, New Jersey 07107-3001

Such Notice will be deemed effective (a) if delivered personally on the date of delivery thereof; and (b) if delivered by Certified Mail on the date of the receipt.

12. Non-Discrimination/Equal Opportunity Vendor or Subcontractor, as applicable, will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, creed, ancestry, age, disability, marital status, familial status, affectional or sexual orientation, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States and as set forth in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et set., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. §2000e et seq. the Age Discrimination in Employment Act, 29 U.S.C.A. § 621 et seq. the Americans With Disabilities Act, 42 U.S.C.A. §12101 et seq. and all other laws guaranteeing equal employment.

Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the characteristics listed above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

13. Affirmative Action The Vendor agrees and certifies that all subcontracts negotiated by the Vendor shall include the following paragraphs required by the Law Against Discrimination, P.L. 1975, C.127 and which also pertain to the Vendor and its subcontractors.

(A) During the performance of this Contract, the Vendor agrees as follows:

1. The Vendor or subcontractor, where applicable, will not discriminate against any employees or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

2. The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

3. The Vendor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Vendor's commitments under the New Jersey Law Against Discrimination, P.L. 1975, C. 127 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

5. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action officer pursuant to N.J.A.C. 17:27 5.2 promulgated by the treasurer pursuant to P.L. 1975, C127, as amended and supplemented from time to time.

6. The Vendor or subcontractor, where applicable, agrees to inform in writing all appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary to assure all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal laws and applicable federal court decisions.

8. The Vendor or Subcontractor, where applicable, agrees to revise all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

9. The Vendor and it's Subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be request by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:25).

(B) Provisions (A)4, (A)5, (A)6, (A)7 and (A)8 are not required for subcontractors with four (4) or fewer employees or a vendor or subcontractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

14. Non Collusion Both parties agree that no fee, commission, compensation, gift or gratuity was paid or received in regard to the solicitation of this Agreement, in contravention of N.J.S.A. 52:13D-13 et seq.

In addition, the Vendor and its Subcontractor(s) agree to be bound by the provisions of paragraph 3(a) through 3(f) of Executive Order No. 189 (Kean)(1988), set forth below, which prohibits conflicts of interest on the part of vendors providing services to State agencies:

3. Prohibitions on vendor activities, the violation of which shall render vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (Byrne)(1976), by any Executive department or agency, are as follows:

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, gift, gratuity, or other thing of value of any kind to any State office or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 53:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

1. No vendor may, directly or indirectly, undertake

any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

1. Any relationships subject to this provision shall

be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

e. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

f. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

g. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3g.

15. Auditing The University reserves the right to audit or cause to be audited the Vendor's books and accounts pertaining to the University at any time during the term of the Agreement and for five (5) years thereafter. If any unsubstantiated or over payment is discovered as a result of any such audit, Vendor agrees to repay the University for any such unsubstantiated or over payments within thirty (30) calendar days of such notice or, if Vendor's services are not yet complete, Vendor hereby authorizes University to reduce any payments due Vendor by the amount of the unsubstantiated or over payment.

16. Governing Law This Agreement and the rights of the parties shall be construed and governed by the Constitution and laws of the State of New Jersey, including the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq. and the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq. and any cause of action shall have jurisdiction and venue only in the courts of the State of New Jersey, County of Essex.

17. Indemnification The Vendor shall defend, indemnify, protect and save harmless the University and its agents, servants and employees from and against any and all suits, claims, demands, awards, losses or damages of whatsoever kind or nature arising out of any negligent act, error or omission of Vendor, its agent, servants, employees, subcontractors and retainees, in the performance of services under this Agreement, including, but not limited to, reasonable expenditures for and costs of investigation, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or awards.

The Vendor agrees and understands that the Attorney General of the State of New Jersey represents the University and will participate in any action involving the University which relates to the subject matter of the claim indemnified by Vendor under this paragraph and nothing contained herein shall be construed to prevent such participation; and provided further that the Attorney General of New Jersey shall retain sole control, at Vendor's sole expense, of the defense of any such claim and negotiations for its settlement or compromise to the extent that the Attorney General solely and exclusively determines that such claim implicates the public policy of the State of New Jersey including, without limitation, the constitutionality, the validity of statutory administrative or decisional law, the appropriateness of State action or the propriety of the conduct of State officers, employees or agents.

18. Limitation of Liability There shall be no limits on the liability of the Vendor for its responsibilities under this Agreement. Vendor shall be liable for all damages, including direct, indirect, general, consequential, special and incidental, arising out of this Agreement.

19. Insurance Vendor shall assume all responsibility for its actions and those of its employees, agents, servants and subcontractors while engaged in any activity connected with this Agreement. Vendor shall procure and maintain at Vendor’s sole expense, sufficient insurance to protect the Vendor and University from any loss, damage, expense, property damage or bodily injury claims arising out of the performance of this Agreement. Vendor must procure insurance from insurance companies licensed to do business in the State of New Jersey. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted, to the University before commencement of services. Except for Workman’s Compensation, the University shall be named as an additional insured. The insurance shall provide for thirty (30) days notice in writing to the University prior to cancellation, expiration or non-renewal of the insurance coverage. Vendor shall maintain at least the following insurance:

The insurance to be provided by the Contractor shall be as follows:

 - **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than $1,000,000 per occurrence/$3,000,000 annual aggregate;

 - **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than $1,000,000 for bodily injury and property damage;

 - **Excess Liability Insurance** - subject to an additional limit of liability of not less than $1,000,000 per occurence/$1,000,000 aggregate excess of the primary policy;

 - **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate;

 - **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;

 - **Errors and Omissions Liability insurance** - with limits of $1million/$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

- **Professional Liability Insurance –** with limits not less than $5 million.

 - All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

 -**UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.**

 **- All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liablities, whatsoever, which may arise as a result of Contractor’s performance of services pursuant to this contractual agreement.**

20. Third Party Beneficiaries Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the University or Vendor.

21. Interpretation The titles to paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the terms of this Agreement.

22. Successors and Assigns Vendor and University bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement.

23. Assignment This Agreement contemplates personal services by Vendor. Vendor shall, therefore, not assign, subcontract or transfer its interest herein without the written approval of the University.

24. Publicity Publicity and/or public announcements pertaining to this Agreement shall be cleared by the University in writing prior to release.

25. Severability If any provision in this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction or by operation of any applicable law, and if it shall not reasonably appear to have been so material that without it the Agreement would not have been made by the parties, the remaining clauses or provisions shall nevertheless continue in full force and effect, without being impaired or invalidated.

26. Provisions of Law Deemed Inserted Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon notice by either party, the Agreement shall forthwith be physically amended to make such insertion.

27. Set-Off for State Tax Indebtedness Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction project to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

28. Medical Records Vendor shall maintain the confidentiality of any medical records to which the Vendor has access under this Agreement. This term shall survive the termination of the Agreement.

In addition, the Vendor agrees to sign and be bound by the terms of UMDNJ’s Business Associate Agreement (“BAA”). The BAA set forth boundaries and requirements to access protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009.

29.Political Contributions Vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20:13 (P.L. 2005, c. 271, section 3) if the vendor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the vendor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

30. Compliance Obligations.

(a) Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

(b) Vendor has received a copy of UMDNJ's Code of Conduct and UMDNJ’s Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdnj.edu/complweb/code/conduct.pdf>. UMDNJ’s Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses: <http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf>; <http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf>; and, <http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf>.

(c) Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdnj.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

31. Exclusion Lists Vendor hereby represents and warrants that it is not named on any exclusion list of the Office of the Inspector General, or any other exclusion list of any federal or New Jersey State agency or program. Vendor further warrants and represents that it is not in violation of any rule or regulation of any federal or New Jersey State agency or program which would preclude Vendor from performing services or providing goods under this Agreement. During the term of this Agreement, Vendor agrees to immediately notify the University in the event that Vendor either a.) Has been placed on any such list, or b.) Has received notification that it may be placed on such list, or c.) May be in violation of any federal or New Jersey State rule or regulation, which would preclude it from performing services or providing goods under this Agreement.

**IN WITNESS WHEREOF** the parties hereto set their hand and seal the date first above written.

**FOR VENDOR:**  **FOR THE UNIVERSITY OF MEDICINE**

 **AND DENTISTRY OF NEW JERSEY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Denise Mulkern

 Senior Vice President for Finance

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Date: Date:

Revised 11/30/11