

**Virginia's A.L. Philpott Manufacturing Extension Partnership**  
**dba GENEDGE ALLIANCE**  
**Important Facts About Being a Third Party Provider**

1. **Rules of Procurement**: Any agreement entered into between you or your company and GENEDGE ALLIANCE is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions, the Department of Purchasing and Supply/Division of General Services *Vendors Manual*, and any special terms and conditions attached. A complete copy of the *Vendors Manual* is available on the eVA Internet Home Page [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Manuals."
2. **Purchase Orders**: All engagements will be entered into through a *proposal-purchase order* process through which a proposal of services will be issued by you and, once the proposal is approved by a GENEDGE ALLIANCE project manager, a duly signed purchase order referencing the proposed services will be issued by GENEDGE ALLIANCE. Any purchase order issued to you will include a Non-Interference Covenant. The proposal and purchase order become a legally binding agreement when signed by both parties.
3. **Compensation**: Compensation for work will be defined in the proposal - purchase order process. While working on an active project with GENEDGE ALLIANCE, you should submit to GENEDGE ALLIANCE a report containing reasonable detail and specification of the services performed by you or your organization on behalf of GENEDGE ALLIANCE within ten days of the end of each monthly period or other agreed upon schedule. Invoice schedules should be agreed upon before acceptance of the proposal, but in no case can GENEDGE ALLIANCE compensate you before your work is reviewed and approved by the GENEDGE ALLIANCE project manager or before GENEDGE ALLIANCE invoices its client. Amounts due will be paid by GENEDGE ALLIANCE within thirty (30) days following the submission of such report and appropriate invoices if the work meets the specifications detailed in the proposal – purchase order and is considered satisfactory by GENEDGE ALLIANCE's client. GENEDGE ALLIANCE will apply its best efforts to resolve any billing disputes with clients, including, if necessary and appropriate, forwarding disputed payment issues to the Attorney General's Office of the Commonwealth of Virginia.
4. **Independent Contractor**: In the application process you have certified that you are engaged as an independent business for the purpose of providing the agreed upon services. For purposes of any proposal – purchase order agreement you will be considered an independent contractor of GENEDGE ALLIANCE. You and your firm shall be entitled to no vacation pay, bonuses, paid holidays, employee benefit plans, death or disability benefits, or other compensation of any nature. Any compensation paid to you will be without reduction for any state or federal withholding or payroll taxes. It is the intention of the parties that you and your firm are responsible for the payment of any estimated state or federal income tax liability and federal self-employment tax liability. You and your company shall not be entitled to participate in any fringe benefit programs established by GENEDGE ALLIANCE for the benefit of its employees.
5. **Expenses**: You shall be entitled to reimbursement of reasonable and proper expenses incurred pursuant to specific direction of GENEDGE ALLIANCE provided that you present

to GENEDGE ALLIANCE an itemized account of such expenditures and provided that the expenses were identified in the original proposal.

6. **Confidential Information**: Because of the nature of GENEDGE ALLIANCE's business and the nature of its services, you may, while rendering services to GENEDGE ALLIANCE and its clients, obtain or be given valuable proprietary confidential information. By entering into a proposal – purchase order arrangement you agree to maintain in confidence and not to disclose any such confidential information to any individual, partnership, corporation or other business entity not bound by an obligation of confidentiality with GENEDGE ALLIANCE. You also agree not to use any such item for your own benefit or for the benefit of any third party, until such time as the confidential information becomes known to the general public.
7. **Return of Property**: Upon termination of any engagement with GENEDGE ALLIANCE, or at any other time at GENEDGE ALLIANCE's request, you will deliver to GENEDGE ALLIANCE all materials that contain proprietary or confidential information or trade secrets relating directly or indirectly to any client engagements specified.
8. **Insurance**: Commonwealth of Virginia regulations require that you (or your company) have the following insurance coverage at the time a purchase order is issued and maintain these insurance coverages during the entire term of the agreement and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission:
  - Worker's Compensation – statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured.
  - Employers Liability - \$100,000.
  - Commercial General Liability - \$1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured.
  - Automobile Liability - \$1,000,000 combined single limit. (Only required if motor vehicle is to be used in the performance of any proposal – purchase order agreement).
9. **Virginia Law**: The parties hereto agree that in the interpretation, performance or resolution of any disputes or claims arising under any proposal – purchase agreement, the law of the Commonwealth of Virginia shall govern.
10. **Non-Interference Covenant**: The third party provider agrees not to pursue “self-sell” consulting opportunities or contract for work as an individual or as a company with any company introduced to them by GENEDGE ALLIANCE without prior written consent of GENEDGE ALLIANCE. Further, the third party agrees to forward business development opportunities identified while working within GENEDGE ALLIANCE clients to the respective GENEDGE ALLIANCE project manager for that engagement.