

**AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
ON BEHALF OF
ALBANY STATE UNIVERSITY
AND**

THIS AGREEMENT, hereinafter referred to as “Agreement”, is made this _____ day of April 2019, and entered into by and on behalf of **The Board of Regents of the University System of Georgia on behalf of Albany State University**, located at 504 College Drive in Albany, Georgia 31705, hereinafter referred to as the “University” **The Center for Human Capital Innovation & complete address with city, state & ZIP** hereinafter referred to as the “Consultant.”

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

WHEREAS, Consultant has proposed to perform certain services for the University; and

WHEREAS, the University desires to have the Consultant perform such services;

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

Section I. Scope of Work

Insert a detailed description of the specific service(s) the consultant will provide

Section II. Term of Agreement

This Agreement shall commence on **insert beginning date** and shall continue through **insert ending date**. Services under this Agreement are subject to the needs of the University in its sole discretion and are specifically subject to appropriations of adequate and sufficient funds in the fiscal year services are purchased; failure of which shall render this Agreement void.

Section III. Time is of the Essence

Time is of the essence in the obligations of the Consultant under this Agreement.

Section IV. Compensation

- A. The University will pay fees to the Consultant for services performed hereunder on the following basis:

Insert amount of payment and specific terms of how payment will be made.

- B. Payment will be made upon receipt and acceptance of detailed invoices. Invoices may be submitted monthly based on percent completion. The invoice must show the Consultant's Social Security number or Federal Identification Number in accordance with requirements of the Internal Revenue Service. Applicable reporting requirements must be met before payment will be made.
- C. The invoice and any supporting documentation shall be submitted to **Insert name and address of University administrator responsible for receiving services.**
- D. A completed/signed USG Supplier Authorization Form and IRS Tax Form W9 must be submitted with this signed contract/agreement to receive payment for services.
- E. Consultant agrees to provide acceptable supporting documentation to the University for any approved travel expenses which comply with Board of Regents Travel Guidelines. The Board of Regents Travel Guidelines can be found at www.usg.edu/business_procedures_manual/section4/

Section V. Reporting Requirements

Progress reports will be made to the University for the purpose of documenting the activity and apprising the University of any adjustments that need to be made to complete the work. The progress reports will include a summary of work to date, progress toward deliverables identified in Section I. A final report will be made to the University upon completion.

Section VI. Copyrights

The Consultant agrees that all papers, finished or unfinished documents, writings, reports, data, surveys, drawings, maps, photographs, computer software, related source, any associated documentation, and other things produced by Consultant under this Agreement shall be the sole property of the University. The University shall own all copyright rights and any other proprietary rights and in and to such writings in any country or countries. Possession of such documents and writings shall be transferred to the University at the termination of performance of services under this Agreement or at the University's earliest request. This paragraph shall survive the termination of the Agreement.

Section VII. Classified/Restricted Proprietary Data

From time to time, the University may tell the Consultant about information or items made available to the Consultant, which are classified, restricted, or proprietary data. Consultant agrees that any such classified, restricted, or proprietary data will not be disclosed to other parties without

express written approval from the University. The Consultant further agrees that any such material furnished to him/her by the University will be returned to the University at its request or upon termination of this Agreement.

Section VIII. Examination of Records and Consultant's Progress

The University shall have access to and the right to directly examine any pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement at any time during the performance of this Agreement and until the expiration of three years after final payment hereunder.

Section IX. Interest of Consultant

The Consultant covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of the Agreement, the Consultant shall not employ any person having such conflicting interests. All parties to this Agreement certify that those provisions of the Official Code of Georgia Annotated 45-10-20 through 45-10-25, as amended, which prohibit and regulate certain transactions between certain state officials, employees, and the State of Georgia, have not been violated and will not be violated in any respect.

Section X. Publicity

It is also agreed that no advertising or publicity having or containing any reference to Albany State University or to the Board of Regents of the University System of Georgia in which the name is mentioned, shall be made use of by the Consultant or anyone on the Consultant's behalf unless the same shall have first been submitted to and approved by an authorized representative of the University or Board of Regents in writing.

Section XI. Termination of Contract

- A. If the Consultant fails to perform any of the services or any of its obligations hereunder during the term of this Agreement, the University shall have the right to immediately terminate this Agreement with and for cause upon written notice to Consultant and to recover damages caused by reason of the breach by Consultant of its obligations to the extent authorized by Georgia law.
- B. Notwithstanding any other provision of this contract, in the event that either the encumbered public monies or appropriations, in the sole discretion of the University no longer exist or in the event the sum of all obligations of the University incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the University as of that moment. The determination of the University as to the non-existence or insufficiency of funds and the date of the termination will be conclusive. The University will promptly notify the Consultant in writing of the non-

existence or insufficiency of funds and the date of termination and the Consultant shall then immediately cease work on the project except for any necessary winding down and coordination with University, which Consultant shall perform without further cost to the University.

- C. In the event that this Agreement is terminated under the provisions of Section XI., B. above, and, at the time of termination, Consultant has rendered a portion of the services for which it has not been paid; Consultant may request payment for such services; provided however, payment for such services shall be made solely at the discretion of the University.
- D. The University may terminate this Agreement without cause by giving written notice to Consultant, in which event this Agreement shall be terminated immediately on the date upon which such notice is given.
- E. In the event that this Agreement is terminated pursuant to the provisions of Section XI., D. above, and at the time of termination, Consultant has rendered a portion of the services for which it has not been paid, the University shall reimburse Consultant for such services on a fair and equitable basis. If Consultant and the University are unable to agree as to what constitutes a fair and equitable basis for reimbursement of Consultant for services rendered prior to the termination of this Agreement under Section XI., D. above, the decision of the University, if made in good faith, shall control.
- F. Upon receipt of notice terminating the Agreement, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise) and 2) deliver to the University all data, reports summaries, and such other information and materials as may have been prepared for and/or accumulated by the Consultant in performing this Agreement, whether completed or in progress.

Section XII. Choice of Forum

Any suit regarding this Agreement shall be brought in the Superior Court of Fulton County, Georgia. If there is federal court jurisdiction, suit may be brought alternatively in United States District Court in the Northern District of Georgia.

Section XIII. Modification of Agreement

The University may from time to time require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including, any increase or decrease in the amount of the Consultant's compensation or time of performance which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement. No attachments shall have any bearing on the responsibilities or liabilities of either party unless signed by both parties and specific reference is made to such attachments within the provisions of this Agreement.

Section XIV. Assignability

The Consultant shall not assign, subcontract, transfer (whether by assignment or notation) the work, services, or any interest in this Agreement without the prior written consent of the University thereto.

Section XV. Consultant's Liability

In addition to the liability imposed by law on the Consultant or his/her agents, which liability is not impaired or otherwise affected hereby, the Consultant hereby assumes liability for and agrees to save and hold harmless the University and indemnify the University for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Consultant or any of his agents or anyone directly or indirectly employed by either of them arising in any way from the work called for by this Agreement or from the conditions of the premises or any part of the premises while in control of the Consultant or any of his/her agents or anyone directly or indirectly employed by either of them. This indemnification applies even if the University is partially responsible for the situation giving rise to the claim, but not if the University is solely responsible. This obligation survives the expiration and termination of the Agreement, the dissolution of the Consultant, and to the extent allowed by law, the bankruptcy of the Consultant.

Section XVI. Insurance

If the University deems it necessary, Consultant shall obtain and maintain such general liability, professional liability (including errors and omissions) and employee dishonesty insurance coverage or bonds in amounts and forms as standard and adequate for the scope of work under the Consultant's business or services. Consultant shall provide proof of such insurance of bond upon request and shall immediately give notice to the University in the event of any termination, cancellation, claim or material change in such insurance.

Section XVII. No Waiver of Default

Any failure by University at any time, or from time to time, to enforce or require the strict keeping and performance by Consultant of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

Section XVIII. Other Applicable Laws

Any provisions required to be included in a contract of this type by any applicable and valid federal or state rule, or regulations shall be deemed to be incorporated herein. This Agreement shall be governed by Georgia law.

Section XIX. Independent Contractor Status

Neither the Contractor nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of the State of Georgia, and in particular the University. The Contractor and all such agents, servants, and employees shall for all purposes be deemed to be independent contractors, and this Agreement shall not be construed so as to create a partnership or joint venture between the Contractor and the State of Georgia or any of its agencies. Consequently, Consultant is responsible for all applicable federal and state regulations relating to income tax, social security, workers' compensation and unemployment insurance.

Section XX. Affirmative Action

Consultant agrees to adhere to the principles set forth in Executive Orders 11246, 11375, 11598 (the federal equal opportunity program). In particular, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such steps shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Section XXI. Ethics Policy

Consultant shall comply with the University System of Georgia Board of Regents' Ethics Policy. The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visits based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law. Further, Consultant will be required to know and adhere to the University's Sexual Misconduct Policy.

Section XXII. Drug-Free Workplace

If Consultant is an individual, he or she hereby certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

If Consultant is an entity other than an individual, it hereby certifies that:

- (1) A drug-free workplace will be provided for the Consultant's employees during the performance of this Agreement; and

- (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification:

“As part of the subcontracting agreement with insert consultant’s and/or subcontractor’s name, Albany State University certifies to the Consultant that a drug-free workplace will be provided for pursuant to the Official Code of Georgia Section 50-24-3(B) (7).”

Consultant may be suspended, terminated, or debarred if it is determined that:

- (1) The Consultant has made false certification herein above; or
- (2) The Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

Section XXIII. “Georgia Security and Immigration Compliance Act” of 2006

Contractor agrees to comply with all of the contractor requirements of the “Georgia Security and Immigration Compliance Act” of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>, as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U.S. Department of Homeland Security’s “Employment Eligibility Verification (EEV)/Basic Pilot Program.” Contractor agrees to verify the work eligibility of all of Contractor’s newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV)/Basic Pilot Program*, accessed through the Internet at http://www.dhs.gov/files/programs/gc_1185221678150.shtm in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.” Contractor agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act” of 2006 apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Affidavit of Worker Eligibility Verification Requirements to Contractors and Subcontractors. Consultant agrees that the contract compliance requirements under the Georgia Security and Immigration Compliance Act apply to this contract. Pursuant to

O.C.G.A. 13-10-91, Consultant agrees to submit an application verifying worker eligibility as required under said statute.

- D. Contractor's Indication of its Employee-number Category and the "Contractor Affidavit and Agreement" Requirements Pertaining to Such Category. To document the date on which the "Georgia Security and Immigration Compliance Act" is applicable to Contractor, and to document Contractor's compliance with the Act, Contractor agrees to initial one of the three (3) lines below indicating the employee-number category applicable to the Contractor, and to submit the indicated affidavit with this contract if the Contractor has 500 or more employees.

The Contractor has **Check one of the following:**

_____ 500 or more employees [Contractor must register with the *Employment Eligibility Verification/Base Pilot Program* and begin work eligibility verification on July 1, 2007, and execute and send to DEPARTMENT a "Contractor Affidavit and Agreement" attesting to registration with the *EEV/Basic Pilot Program*];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

- E. Contractor's Agreement to Require "Georgia Security and Immigration Compliance Act" Compliance of its Subcontractors Connected with this Contract.
1. Contractor agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.
 2. Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
 3. Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
 4. Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Section XXIV. Contract Certification

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

Section XXV. Notices

All notices under this Agreement shall be deemed duly given, upon delivery, if delivered by hand, or three days after posting, if sent by Registered or Certified Mail, to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

Consultant:

Insert consultant's name

Consultant's address

City, State Zip

University:

Albany State University

504 College Drive

Albany, Georgia 31705

Section XXVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

Section XXVII. Signature Authority

If the Consultant is an entity other than an individual, the Consultant agrees to furnish as corporate resolution or other documentation acceptable to the Board indicating that the individual whose signature appears below is properly authorized to sign this Agreement on behalf of the Consultant.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement:

Consultant:

Albany State University:

By: _____

By: _____

Consultant

University President or Designee

Date

Date

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Albany State University has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy or each such verification to Albany State University at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number _____

BY: _____
Signature of
Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires:

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*