

Re: Check Request No.

CONSULTING AGREEMENT

between

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA

and

THIS AGREEMENT made this _____ day of _____ 20____, by and between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia located in Athens, Georgia, 30602, hereinafter referred to as "University," and _____ at _____ hereinafter referred to as "Consultant."

WHEREAS, University desires to have Consultant perform certain services; and

WHEREAS, Consultant represents that he/she is ready, willing and able to perform such services;

THEREFORE, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK

A. General objectives (desired end result):

B. Specific objectives and tasks (in chronological steps, if possible):

ARTICLE II. AGREEMENT PERIOD

This agreement shall commence on _____, 20____ and terminate on _____, 20____.

ARTICLE III. COMPENSATION

A. University will pay fees to Consultant for services performed hereunder on the following basis (specify daily rate, travel and other reimbursable expense and a maximum in each category that will not be exceeded): If University is expected to direct pay the airfare to an authorized travel agency, a University travel authority and related University policies shall be applied to the airline portion of travel related expenses. Consultant must assume responsibility for paying all other consulting related expenses and request reimbursement. University may not direct pay any other consulting related cost associated with this agreement.

Number of days _____ @ daily rate _____ Subtotal _____
*Reimbursable Expense _____
Total _____

*Consultant agrees to provide acceptable supporting documentation to University.

B. Payment will be made upon submission of detailed invoices and any other documentation based upon Article III, A, above. The invoice must show the Consultant's taxpayer identification number (Social Security number or Employer Identification number) in accordance with requirements of the Internal Revenue Service. Invoices shall contain or be attached to documentation that is satisfactory to University. Applicable reporting requirements (Article IV) must be met before payment will be made.

C. Prior authorization by the University benefitting department is required for any travel taken under this Agreement for which reimbursement is requested.

ARTICLE IV. REPORTING

In reporting the services performed hereunder, Consultant shall report to _____
_____ on _____, 19____.

Reports shall consist of

ARTICLE V. CONFIDENTIALITY

In the event University makes available to Consultant any information, data, or materials which are confidential to University or to a third party, University shall apprise Consultant of the confidential nature of the information, data, or materials. Consultant agrees that the information, data or materials will be used only for the purpose of providing services under this agreement and will not be disclosed to others without the written approval of University. Any tangible data or materials will be returned to University upon request or upon the termination of this Agreement.

ARTICLE VI. INTELLECTUAL PROPERTY

Consultant warrants that he/she will not infringe the intellectual property rights of a third person in the performance of services pursuant to this Agreement.

Consultant agrees that University shall own all right, title and interest in and to any data, product or process which Consultant, alone or with others, develops while performing services pursuant to this Agreement. Consultant hereby transfers any and all rights which he or she may acquire in and to any invention, patent, copyright (regardless of whether such work is deemed a "work for hire"), or other proprietary data or materials of any kind and agrees to execute any and all documents requested by University in accordance with this provision.

ARTICLE VII. EXAMINATION OF RECORDS AND CONSULTANT'S PROGRESS

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

ARTICLE VIII. INTEREST OF CONSULTANT

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. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having such conflicting interests.

ARTICLE IX. PUBLICITY

No advertising publicity matter having or containing any reference to the University of Georgia or in which the name is mentioned, shall be made use of by Consultant or anyone on Consultant's behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of University.

ARTICLE X. TERMINATION

University may, by written notice to Consultant, terminate this contract in whole or in part at any time, either for University's convenience or because of the failure of Consultant to fulfill his/her contract obligations. Upon receipt of such notice, 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 Consultant in performing this Agreement, whether completed or in progress. After receiving notice of termination, Consultant shall not incur any new obligations and shall cancel as many outstanding obligations as possible. Consultant shall be paid for all satisfactory work performed prior to termination.

ARTICLE XI. ASSIGNABILITY

Consultant shall neither assign nor delegate any interest in this Agreement or duties under this Agreement without the prior written consent of University thereto.

ARTICLE XII. CONSULTANT'S LIABILITY

Consultant agrees to indemnify, defend, and hold University harmless from all liability, loss, cost, expense, claims or damages (including but not limited to claims of bodily injury, property damage, attorneys' fees, and costs of litigation) which arise as a result of the performance of this agreement by Consultant or Consultant's agents or employees. Consultant shall obtain and maintain throughout the term of this Agreement, commercial general insurance covering the period of this Agreement. Consultant shall obtain such insurance from a responsible insurance company legally licensed and authorized to transact business in the state of Georgia or approved by the University, with limits of not less than (i) \$1,000,000.00 for all damages arising out of bodily injuries to or death of one person, (ii) \$3,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and (iii) a total of \$3,000,000.00 for all damage to or destruction of property in any one accident. This policy shall insure Consultant against any liability, damage, claim or demand in any way arising out of or in connection with the Agreement, including Consultant's obligation to indemnify the University under this Agreement. Such policy also shall provide that the policy cannot be canceled without thirty (30) days written notice to the University. Consultant shall furnish the University with a copy of the policy, or a certification indicating ownership of such policy, and evidence of full payment of the premium thereon before the beginning of the term of the Agreement.

ARTICLE XIII. 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.

ARTICLE XIV. APPLICABLE LAWS

Consultant will comply with all applicable federal, state, and local laws, rules and regulations, and Board of Regents and University policies.

ARTICLE XV. INDEPENDENT CONTRACTOR

Consultant's services hereunder are provided as an independent contractor to University. Consultant is responsible for all applicable federal and state regulations relating to income tax, social security, worker's compensation and unemployment insurance.

ARTICLE XVI. NON-DISCRIMINATION

In performance of services under this Agreement, Consultant shall not discriminate on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month and year first written above.

Board of Regents of the University System
of Georgia by and on behalf of
The University of Georgia
Athens, Georgia 30602

(Consultant's Name)

(Consultant's Signature)

(Address)

By: _____

Tax # or SS # _____

University Policy Statement and Procedures
For Paying Consultants

POLICY

A properly completed Consulting Agreement (Rev. 4/01] should be executed prior to the start date of any consulting effort. This form may be obtained from the Finance and Administration Administrative Forms Web Site: <http://www.busfin.uga.edu/forms> . It is the responsibility of the benefitting department to ensure that the daily rate paid is reasonable and, if funded by a sponsoring Federal agency - either directly or as flow through from another sponsor - that it does not exceed the maximum approved rate of that Federal agency. The Contracts and Grants Department will monitor the payment process to further ensure that proper rates are used when Federal funds are the source.

PROCEDURES

1. The University department securing consulting services (benefitting department) must select the consultant and execute the Consulting Agreement Form (Rev. 4/01) making certain all requested information is provided as outlined below.
 - A. The overall and specific objectives should be clearly stated in the spaces provided. If additional space is needed, a continuation sheet may be attached and referenced.
 - B. The projected begin and end dates should be indicated.
 - C. The anticipated number of consulting days times the daily rate of pay should equal the subtotal amount for actual consulting before considering other expenses for which the consultant may be reimbursed.
 - D. Reimbursable expense should include all costs other than the consultant fee. (Please note that, if the University purchases and pays for the airfare associated with the consulting effort, the University's travel procedures apply as to the airline portion of the travel related expenses. Of course, the airline ticket should be included in the reimbursable expense amount space in that case).
 - E. The total amount should be the sum of the subtotal and reimbursable expense amounts.

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- F. The consultant should be directed to send all invoices, which utilize the same categories as reflected in the “Compensation” section of the agreement, to a specific individual in a benefitting department. If periodic payments are intended during the consultants engagement, so indicate and request consultant to send invoice as work is completed indicating “Final” on the last invoice to be submitted.
 - G. Clearly indicate the reports to be submitted by the consultant and to whom the reports should be sent.
 - H. Both the consultant and the appropriate University official must sign the Consulting Agreement prior to the begin date of the consulting effort.
 - I. Be sure to include a complete mailing address of the consultant and the social security number or employer identification number.
 - J. Where necessary, additional information can be referenced and attached as exhibits, i.e. (Exhibit “A”).
- 2. Upon completion of the consulting effort, or in accordance with the payment terms of the agreement and upon receipt of a proper invoice by the benefitting department, a check request should be completed and forwarded through normal approvals to the Business and Finance Office. A copy of the Consulting Agreement must be attached to each periodic check request. The original of the Consulting Agreement should be attached to the final check request. For each payment requested, insert the check request number at the top of page 1 of the agreement.
 - 3. When the need arises to revise the agreement objectives, time periods, or amounts, a copy (or original, as applicable) of a letter of amendment referencing the original agreement and signed by both parties should be attached to the next check request before being forwarded for payment.

(Rev. 4/01)

Additional Information

The University of Georgia Honoria and Fee Information Sheet will no longer be accepted when payments are made to *consultants*. The Consulting Agreement Form (Rev. 4/01) is its replacement and is available from the Finance and Administration Administrative Forms Web Site: <http://www.busfin.uga.edu/forms> . The Honoraria and Fee Information Sheet will continue to be used on all other “Per Diem and Fee” payments.