

CONSULTING AGREEMENT

between

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA

and

COMPANY

This AGREEMENT made this #TH day of MONTH 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 Month at ADDRESS CITY, STATE, ZIP 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):

INSERT DESIRED END RESULTS HERE

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

INSERT SPECIFIC OBJECTS AND TASKS HERE

ARTICLE II. AGREEMENT PERIOD

This agreement shall commence on MONTH DAY, YEAR and terminate on MONTH DAY, YEAR .

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.

Table with 2 columns: Description (Number of days, @ daily rate) and Amount (Subtotal, \*Reimbursable Expense, Total). Includes yellow input boxes and lines for values.

\*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 include an invoice number, date of services, description of service, amount due and a remit to address. 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 **UGA REPRESENTATIVE** on **DATE**.

Reports shall consist of

**[INSERT REPORTING DETAILS HERE]**

#### 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 CONSULTANTS 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. CONSULTANTS LIABILITY

Consultant agrees to indemnify, participate fully in the defense of, 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 (including sexual harassment and pregnancy), sexual orientation, gender identity, genetic information, 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.

**COMPANY NAME**

**ADDRESS**

**CITY, STATE, ZIP**

Board of Regents of the University System of Georgia by  
and on behalf of the University of Georgia  
424 East Broad Street  
Athens, Georgia 30602

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title: