

For use with other State governmental entities, including State agencies.

STATE OF GEORGIA

COUNTY OF FULTON

CONSULTING AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as “the University”), and _____ whose principal place of business is located at _____ (hereinafter referred to as “Consultant”).

WHEREAS, the University desires to retain Consultant, and Consultant desires to provide consulting services to the University, as described herein;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Services.** Consultant agrees to perform for the University the services set forth in the “Statement of Work” section of Exhibit A, which is attached hereto and hereby incorporated by reference. Such services are hereinafter referred to as the “Services.” No other services shall be performed unless this Agreement is amended in writing and signed by both parties.
2. **Payment.** The University shall pay Consultant an amount not to exceed \$_____ for Services in accordance with the “Payment Schedule” contained in Exhibit A within thirty (30) days after receipt of Consultant’s invoice, provided that the Services invoiced for have been accepted by the University as hereinafter provided.
3. **Independent Contractor.**
 - a. Consultant is an independent contractor and shall not be deemed to be an employee of the University. The University is hereby contracting with Consultant for the Services, and Consultant reserves the right to determine the method, manner, and means by which the Services will be performed.
 - b. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties. Consultant will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement, including but not limited to all federal and state unemployment taxes, FICA and income taxes.
4. **Term.** The term of this Agreement shall be as set forth in Exhibit A attached hereto.
5. **Interim Reports.** Consultant shall provide such interim written reports concerning the services required under this Agreement as the University may request in writing.

6. **Acceptance of Services.** Consultant shall provide written notification of completion of Services to the University. The University shall have thirty (30) days from the date of receipt of the notice of completion, or from the date of receipt of any deliverables, or other performance of services, whichever is later, to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall, as quickly as is practicable, correct at its expense all deficiencies caused by Consultant, its employees, agents, contractors or subcontractors.

7. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party.

8. **Assignment.** Consultant shall not assign or subcontract the whole or any part of this Agreement without the University's prior written consent.

9. **Waiver.** The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

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

CONSULTANT

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

FEI/SS#: _____

Date: _____

Date: _____

Exhibit A

I. Statement of Work

The Consultant agrees to provide the following consulting services to the University: (Please provide 5 – 6 sentences detailing the exact type of work requested, the hours expected from Consultant, and other relevant information) (Attach additional sheets if necessary)

Required Deliverables/Specific Tasks, if any:

II. Payment Schedule

The University agrees to pay the Consultant for the satisfactory performance of the work detailed herein the total sum of \$ _____ to be paid as follows:

Flat Fee: _____ or Hourly Fee: _____

Reasonable Travel Expenses Not to Exceed (if applicable): _____

Reasonable Expenses Not to Exceed (if applicable): _____

Reimbursement of Consultant travel and incidental expenses must comply with State and University travel and expenses policies. Prior authorization by the University is required for any travel taken under this Agreement for which reimbursement is requested.

III. Term

The term of this Agreement shall commence on _____ and terminate on _____, unless otherwise terminated in accordance with other provisions of this Agreement. Further, the University may renew the Agreement for additional periods. 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.

EXHIBIT B

Purchasing Department



Substitute Form W-9 - Taxpayer Identification Number and Certification

No payment will be released until this form is completed and returned.

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including U.S. Resident alien).

❖ PLEASE PRINT OR TYPE

Name _____

Business name, if different from above _____

Address _____

City _____

State _____

Zip Code _____

Contact name _____

Phone: (____) - _____

Fax: (____) - _____

Part II Taxpayer Identification Number (TIN)

LEGAL STATUS: Check (1) only.

- | | |
|---|---|
| <input type="checkbox"/> Individual/Sole proprietor | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Tax-Exempt or Not-for-Profit (section 501 (C) 3) IRC |
| <input type="checkbox"/> Exempt from backup withholding | |

Employer Identification Number (EIN): _____ - _____

Social Security Number (SSN): _____ - _____ - _____
(For Individuals and Sole Proprietorship)

Legal Name of Entity that appears on your Federal Tax Return (This should correspond with the EIN or SSN provided above)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Signature _____

Title _____

Print Name _____

Date _____

Please return the completed form via fax (404) 413-3164 or US mail to Georgia State University, Purchasing Department, PO BOX 4016, Atlanta, GA 30303