



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between **Clark Atlanta University**, located at 223 James P. Brawley Drive SW, Atlanta, GA 30314 (hereinafter “CAU”) and

Contractor*: _____

*A completed W-9 is required if Contractor is not an active vendor in PantherBuy. *
Contractors who are current or former CAU employees may not be retained without prior approval from the Office of HR

Mailing Address: _____

Tax ID # or SSN: _____

and is subject to the terms and conditions set forth herein below. CAU and Contractor shall be referred to herein individually as a “party” or collectively as the “parties,” where the context so requires. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Section 1. Description of Services. Contractor shall provide the professional/consultant services specifically described in the statement of work attached to this Agreement as Exhibit A (“Services”), which exhibit is incorporated into and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence on _____ (“Effective Date”) and expire upon the completion of and delivery of the Services identified in Exhibit A to this Agreement or on _____, whichever occurs first, unless this Agreement is terminated earlier as provided below. The parties may renew or extend this Agreement but only upon mutually agreed-upon terms captured in writing.

Section 3. Compensation and Payment Terms. The total fee for services performed under this Agreement shall not exceed \$ _____ (“Fee”) without written agreement of the parties. CAU shall pay Contractor for the Services performed based on the fee schedule detailed herein.

Select only one:

Option 1: Payment Rate: \$ _____ per _____
(Amount) (Hour, Day, Month)

Option 2: One-Time Payment

Option 3: See Payment Schedule included in Exhibit A

CAU will pay the Fee pursuant to the fee schedule detailed herein upon CAU’s receipt of an itemized invoice and adequate supporting documentation from Contractor detailing and reflecting the actual Services rendered. CAU will pay the invoice within thirty (30) days following receipt of the invoice accompanied by adequate supporting documentation. CAU may audit, upon reasonable prior written notice, and at its expense, Contractor’s records, which substantiate invoicing for Services.

Section 4. Travel and Other Reimbursable Expenses. With respect to the Fee above:

Select only one:

- Option 1: All-Inclusive:** The Fee is inclusive of all travel and travel-related expenses, and neither Contractor nor Contractor's representatives shall be entitled to reimbursement of expenses for travel, lodging and other related expenses incurred in connection with Contractor's provision of the Services provided under this Agreement.
- Option 2: In Addition To (With Prior Approval):** Subject to CAU's prior written approval, Consultant shall be entitled to reimbursement of expenses for travel, lodging and other related expenses incurred in connection with Consultant's provision of the Services provided under this Agreement, provided Consultant submits copies of receipts for all actual travel expenses incurred on CAU's behalf. Expenses not supported by copies of receipts will not be reimbursed. CAU shall not reimburse Consultant for hourly fees incurred for actual travel time.

Section 5. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances in the delivery of the Services.

Section 6. General Indemnity. It is expressly agreed that CAU will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the above-named Contractor. Further, to the extent permitted by law, Contractor will defend, indemnify and hold CAU harmless from any and all demands, claims, suits, actions and legal proceedings brought against CAU, its board of trustee members, officers, employees or agents arising out of alleged acts or omissions by Contractor in the course of performing the Services identified in this Agreement. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements, reasonable attorney fees, and costs and expenses incurred by CAU in connection with the defense of any actual or threatened action, proceeding or claim. This indemnification shall survive the expiration or termination of this Agreement.

Section 7. Independent Contractor. During the performance of this Agreement, no one party or the employees of one party will be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. CAU employees who perform the obligations of CAU hereunder shall be under the employment and ultimate control, management and supervision of CAU. The Contractor's employees (if applicable) who are to perform the services to be completed by the Contractor hereunder shall be under the employment and ultimate control, management and supervision of the Contractor. Nothing contained herein shall be construed to imply a joint venture, partnership or principal-agent relationship between CAU and Contractor, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. Contractor shall be responsible for all taxes and related payments and liabilities under State and Federal laws with respect to any compensation received. CAU shall not withhold any taxes from Contractor's fees.

Section 8. Rights in Data and Intellectual Property. "Data" means recorded information, regardless of form or the media on which it may be recorded. CAU shall have unlimited rights in and to the data collected by Contractor in the performance of this Agreement. Except as otherwise specifically provided for in this Agreement, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this Agreement, nor authorize others to do so, without written permission of CAU. Contractor is prohibited from disseminating personally identifiable information such that the disclosure thereof would violate the right of privacy or publicity of the individual to whom the information relates. The Contractor agrees that the Services are deemed works made for hire and that all work products thereby created by the Contractor for CAU's use pursuant to this Agreement shall vest solely in CAU. Notwithstanding, all copyrights and other intellectual property rights existing prior to the Effective Date of this Agreement will belong to the party that owned such rights immediately prior to the Effective Date. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other party prior to the Effective Date of this Agreement.

Section 9. Termination. Either party may terminate this Agreement for any reason upon ____ days' prior written notice given to the other party. Upon termination of this Agreement pursuant to this paragraph, within ____ days of the effective

termination date, Contractor must return all documentation, equipment or other materials provided to it by CAU during the term of this Agreement. Contractor shall be compensated for all satisfactory and authorized Services completed prior to the effective date of termination. CAU will not be liable for payment of Services performed after the effective date of termination.

Section 10. General Warranties.

- a) The parties warrant and agree that this Agreement is entered into voluntarily and has been signed by the parties' authorized signatories.
- b) Contractor warrants and agrees that if compensation paid hereunder is paid with federal funds, the Contractor shall abide by any and all applicable federal regulations, procedures, and laws, including the signing of any documents necessary to ensure that the agreement between the parties is consistent with all federal requirements. Contractor further represents and warrants that it will not accept any compensation for the Services during the time Contractor is being compensated by other federal monies.
- c) Contractor warrants that the Services to be provided under this Agreement shall be performed in a manner conforming to generally accepted industry standards and practices.
- d) Contractor warrants that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Contractor.
- e) Contractor represents and warrants that Contractor is not debarred, suspended or otherwise excluded from participation in federal programs or from receiving compensation with federal funds.

Section 11. Records and Audits. The Contractor shall, in accordance with generally accepted accounting principles, make and keep full and complete books, documents, accounting records and other evidence that specifically relate to this Agreement. The Contractor shall retain such records, and shall make same available to CAU, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to CAU upon request. Upon reasonable notice, the Contractor shall permit CAU, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

Section 12. Notice. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by email or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the parties at the following addresses:

For CAU:

With a copy to:

_____ (Name)
 _____ (Title)
 _____ (Department)

Clark Atlanta University
 223 James P. Brawley Drive SW
 Atlanta, GA 30314

_____ (Email Address)
 _____ (Contact Number)

_____ (Name)
 _____ (Title)
 _____ (Department)

Clark Atlanta University
 223 James P. Brawley Drive, SW
 Atlanta, GA 30314

_____ (Email Address)
 _____ (Contact Number)

and

Office of the General Counsel
Clark Atlanta University
223 James P. Brawley Drive SW,
Harkness Hall, Room 311
Atlanta, GA 30314
legal@cau.edu

For Contractor:

_____(Name)
_____(Title)
_____(Street Address)
_____(City, State, Zip Code)
_____(Email Address)
_____(Contact Number)

Section 13. Non-Discrimination. To the extent applicable, Contractor agrees, warrants and assures compliance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Contractor shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, to the extent applicable, the Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran.

Section 14. Confidentiality. It is understood and agreed that as a part of this Agreement, CAU may disclose to Contractor and Contractor’s employees (if applicable) various confidential and proprietary information relating to CAU’s business, facilities and plans, student information and records, employee data, as well as information relating to third parties with whom CAU may do business or procure products, and that the data, findings and conclusions will be valuable confidential information belonging to CAU. Accordingly, Contractor agrees that all persons employed by Contractor and its subcontractors will keep in strictest confidence all such information relating to CAU or third parties and all such information relating to Services, and to cause any of Contractor’s employees, agents or subcontractors to be bound by the same obligation of confidentiality to which the Contractor is bound. Contractor shall not communicate CAU’s confidential information in any form to any third party without CAU’s prior written consent. Upon termination of this Agreement, Contractor and its employees and agents: (i) will continue to hold all such information in strictest confidence; and (ii) will promptly return to CAU any and all confidential information and documents belonging to CAU that CAU requests to be returned (including any copies, extracts, summaries and/or statements of such confidential information which may have been made).

Section 15. Conflict of Interest. Contractor shall disclose in writing any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to CAU in the performance of this Agreement if not offered in the name of Contractor. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by CAU to Contractor pursuant to this Agreement.

Section 16. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, and a suit to enforce this Agreement, if any, must be brought in an appropriate court of jurisdiction in Fulton County, Georgia.

Section 17. Severability. If any portion of this Agreement is adjudicated by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in effect.

Section 18. Modification; Amendments. No modifications to or amendments of this Agreement shall be binding unless executed in writing by duly authorized representatives of both parties, and reviewed and approved by CAU’s Legal Department.

Section 19. Entire Agreement; Contract Interpretation. This Agreement, together with other documents that may be executed pursuant to this Agreement and incorporated herein, constitute the entire agreement between the parties and shall supersede and replace any and all prior agreements, communications (oral and written) and understandings between the

parties with respect to the subject matter hereof. For purposes of contract interpretation, including resolution of any ambiguity, the parties acknowledge that this Agreement was negotiated and prepared jointly by the parties or their respective attorneys, and therefore the terms of the Agreement should not be construed against either party as the drafting party.

Section 20. No Waiver. The failure of any party to enforce any right granted it under this Agreement, or to require the performance by the other party of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including, without limitation, the provisions of paragraphs 7, 9, 14 and 18) shall survive such termination

Section 21. Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions of this Agreement, Contractor and CAU agree to bear its own attorneys' fees and costs expended or incurred in connection therewith.

Section 22. Assignment. The Contractor may not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of CAU.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Contractor

Clark Atlanta University

By: _____

By: _____

Name:

Name: Dr. Lanze Thompson

Title:

Title: Interim EVP, CFO and Chief Strategy Officer

Date: _____

Date: _____

Approved and Acknowledged by:

By: _____

(Dean or Cabinet Member Only)

Name:

Title:

Date: _____

If Signature is Required:

By: _____

(Dept. Chair/Lead or Principal Investigator Only)

Name:

Title:

Date: _____

**** IMPORTANT NOTE ****

If this Professional Services Agreement, as drafted, is used to contract for services, legal review by CAU's Office of General Counsel of the Professional Services Agreement is not required, unless a change is made or requested to the template language.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
Statement of Work

Sponsoring CAU Business Unit/Department	Contractor

Description of Services / Expected Deliverables (Must be detailed)

Delivery Schedule (include Payment Schedule, if applicable)

Additional Information