



SAVANNAH STATE UNIVERSITY
 DIVISION OF BUSINESS & FINANCIAL AFFAIRS
 INDEPENDENT CONTRACTOR/PER DIEM AGREEMENT

Part I – To be completed by prospective independent contractor (i.e., individual providing a service).

Are you a citizen of the United States? Yes No if “no”; what visa type do you have? _____

Are you of legal age to work in the state of Georgia – 14 years or older? Yes No
 If yes, and you are still in high school, you must provide written permission to work from your school and attach it to this form. If you are younger than 14 years of age, you will not be eligible as an independent contractor with Savannah State University and must discontinue the process and notify the requestor of ineligibility.

Do you have a relative employed at the University? Yes No
 If “Yes”, you will not be eligible as an independent contractor to contract with Savannah State University and must discontinue the process and notify the requestor of ineligibility. If “No”, please continue with the form.

Name: _____ Telephone: _____ Fax: _____

Home Mailing Address: _____

E-Mail: _____ SSN or EIN for above name: _____

Service (specific dates): _____ Total Fee \$ _____

Section I – Relationship with the University	Yes	No
A. Do you currently work for the University or the University System of Georgia as an employee?		
B. Has the University extended you an offer of employment ?		
C. Have you worked as an employee of the University during the 12 months prior to the date of this contract?		
If the answer is “No” to all questions, proceed to section II. If the answer is “Yes” to any of the questions, you should be classified as an employee and paid via payroll. Please have the requestor of your services contact Human Resources, and discontinue this process. Contact HR for information related to Extra Compensation Policy for Employees		
Section II – Classification Guidelines	Yes	No
A. Guest Speaker, Researcher, Service Contracts, and Other		
1. Will the University provide your course materials and tools?		
2. Will the University reimburse you for course related expenses?		
3. Will the University provide specific instructions regarding performance of the required work rather than relying on your expertise?		
4. Will the University provide supervision of the required work rather than relying on your expertise?		
5. Will the University determine your hours of work?		
6. Will the service be provided for “free” without any obligation to the University for payment of services provided, or for provision of any type of compensatory benefit?		
If the answer is “No” to all questions, proceed with INDEPENDENT CONTRACTOR/PER DIEM AGREEMENT, PART II of this document. If the answer is “No” questions 1-5, but “Yes” to question 6, the department should complete a check request for an honorarium (goodwill offering) for the amount. If the answer is “Yes” to questions 1-5, you should be classified as an employee and paid via payroll. Please have the requestor of your services contact Human Resources, and discontinue this process.		

Part II - To be completed by prospective independent contractor (i.e., individual providing a service).

SERVICE CONTRACT

This Contract is between _____ (“Contractor”) and The Board of Regents of the USG by and on behalf of Savannah State University (“SSU”) for the services specified below (“Services”). Contractor is an independent contractor and is not an employee, agent, partner of, or with Savannah State University. Contractor shall not be entitled to participate in any vacation, medical or other fringe benefit or retirement program of Savannah State University and shall not make claim of entitlement to any such employee program or benefit.

The parties agree as follows:

1. Service Date. Contractor shall begin delivering service on _____, and end on _____. This contract cannot extend beyond the State’s fiscal year, July 1, to June 30. Services needed beyond the current fiscal year require a separate renewal agreement. Changes to the Contract are permissible only through an amendment to the Purchase Order.

Contractor may not begin performing the Services until this Contract has been signed by both parties and Contractor has received a purchase order from SSU Procurement Office

2. Types of Services. *Select the appropriate (if Other provide description):*

Entertainment Consultant Lecturer/Speaker MOU

2.1 Grant Funded: Yes, _____ No

2.2 Specific Service. *In detail describe the Services or attach a description to this form, identifying the program or project, if applicable, the need for the Services; what will be done; how it will be done; and any deliverables (such as reports, analyses, designs):*

2.3 Licenses/Certifications. Required: Yes No
Contractor shall provide to the Project Manager identified below a copy of all applicable licenses/certifications before providing the Services, and maintain them in good standing throughout this Contract.

2.4 Location. Contractor will perform the Services at: _____

3. Fees/Payments for Services Provided.

\$ _____ Fee
\$ _____ Travel, not to exceed the amount stated on this line and in accordance with State and BOR travel policies <https://www.savannahstate.edu/fiscal-affairs/UniversityTravel.shtml>
\$ _____ Total (Payments to Contractor may not exceed this amount.)

NOTE: Amounts paid to any individual in excess of \$600 in a calendar year will result in a Form 1099 being issued and

reported by law to the individual and the Internal Revenue Service as miscellaneous income.

4. Method and Time of Payment.

- 4.1 Payment. To be paid, contractor must submit an itemized invoice referencing a valid purchase order number. The invoice must specify the Services provided, which must match the description in Section 2.2; the work performed and dates performed during the billing period; and the specific dollar amount. Contractor shall be paid at the end of the Contract unless a schedule of progress payments for work performed is set forth here: _____

Invoices for progress payments must specify the actual work performed.

- 4.2 Travel. SSU will reimburse travel to the extent specified in Section 3. Contractor must submit an invoice for any travel reimbursement requested, specifying its expenses, and attach original receipts.

5. Contractor Professionalism.

- 5.1 Contractor shall, at all times during the Contract, provide the Services within the highest standards of their profession.
- 5.2 Contractor shall provide notice immediately to the Project Manager of any change in any license/certification. Contractor certifies that it shall maintain all applicable licenses/certifications.
- 5.3 Contractor warrants that the Services provided shall conform to the Contract.
- 5.4 Contractor shall, at all times during this Contract, comply with all applicable Federal, State and Local laws, regulations, rules and policies,

6. Insurance – See Appendix A

APPLICABLE

NOT APPLICABLE

7. Indemnification.

- 7.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless the University, Board of Regents of the University System of Georgia on behalf of Savannah State University, the State of Georgia and its directors, employees and officers from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorney's fees, due to liability to a third party or parties for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this contract, including but not limited to the following:

- Any breach of the Contract;
- Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
- The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
- Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
- Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
- Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the

Contractor to conduct business in the State of Georgia or the United States;

- Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

7.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

8. Non-Discrimination. Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination and equal employment opportunity.

9. Property Rights. SSU shall at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to SSU.

10. Confidentiality. Consultant agrees to hold all University Data and Information in strictest confidence and shall refrain from using or disclosing any data and information received from or on behalf of Savannah State University except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Savannah State University. Consultant agrees to protect the University Data and Information received from or on behalf of ABC according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Consultant agrees to return to Savannah State University or, if return is not feasible, destroy all University Data and Information in whatever form or medium that Consultant received from or created on behalf of Savannah State University. This provision shall also apply to all Covered Data and Information that is in the possession of subcontractors or agents of Consultant. In such case, Consultant shall retain no copies of such information, including any compilations derived from and allowing identification of University Data and Information. Consultant shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement.

11. Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Agency is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

12. Assignment/Subcontract. Contractor shall not assign any right or delegate any duty under this Contract to any third party without the prior written approval of the Project Manager. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior approval of the Project Manager.

13. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable

by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

14. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Chatham County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

15. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

16. Amendment. The parties may change this Contract only through a written amendment signed by the University Procurement Officer.

17. Termination.

17.1 SSU may terminate this Contract, in whole or in part without any penalty or incurring any further obligation to the Contractor, by giving Contractor 15 days written notice of termination.

17.2 A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days written notice of the failure to comply.

18. Interpretation. This contract represents the complete and final agreement between the parties to the agreement.

19. Authority. Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this contract.

20. Privacy Acts. If the Contractor has access to student's education records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of Family Educational Rights and Privacy Act of 1974, Health Insurance Portability and Accountability Act, and Gramm, Leach Bliley Act in all respects.

21. Records Retention. Contractor shall retain all records related to this Contract in its possession for five (5) years after the expiration of the Contract.

22. Drug-free Workplace. The Contractor hereby certifies as follows:

(i) Contractor 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; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract

the following written certification: "As part of the subcontracting agreement with (_____), (_____) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of

subsection (b) of Code Section 50-24-3."

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

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b)

23. Compliance with the Law. 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. Section 50-5-85. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract.

24. Terms and Conditions. Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.

25. Notices. Notices to SSU under this Contract shall be made to: Procurement Office, Savannah State University, 3219 College Street, Savannah, Georgia, 31404.

26. Certification. Contractor certifies that it is an independent contractor as defined by the Internal Revenue Service: www.irs.gov/businesses/small/article/0,,id=99921,00.html.

CONTRACTOR:

Signature: _____

Date: _____

Name: _____

Phone# _____

Title: _____

Address: _____

SAVANNAH STATE UNIVERSITY (Office of the President):

Name: _____

Title: University President or Designee

Signature: _____

Date: _____

APPENDIX A

STANDARD INSURANCE REQUIREMENTS

Contractor shall maintain Workers' Compensation Insurance during the term of this Contract as defined below.

Workers' Compensation Insurance

Bodily Injury by accident – per employee	\$ 100,000
Bodily Injury by disease – per employee	\$ 100,000
Policy Limits	\$ 500,000

Business Automobile Policy

Combined Single Limit	\$1,000,000
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Professional Liability Policy

Medical Professionals Only	\$3,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the Project Manager at the address stated in the agreement.