

CLARK ATLANTA UNIVERSITY

PROFESSIONAL SERVICE/CONSULTANT STATEMENT OF WORK FORM

This Service Agreement made as of this _____ day of _____, 20__, between Clark Atlanta University (“University”) and _____ (the “Consultant”).

The Consultant has extensive experience regarding _____ and the ability to perform services for the University.

1. All independent contractors (i.e., consultants, guest speakers, and personal service suppliers) providing a service to the University must complete this form.
2. The Consultant is hereby engaged by the University and agrees to perform the Services described below:

3. The Consultant agrees to perform the services to the satisfaction of the University during the term of this Agreement.
4. The University agrees to pay the Consultant a fee of _____ for the actual Services rendered. The fee will be payable (describe frequency and amount of payments; fee can be stated as “not to exceed”) as described below:

5. The Consultant agrees that the University will not deduct income or Social Security tax on any payments to the Consultant hereunder.
6. The Consultant understands and agrees that he/she will not accept any compensation for this work during a time when he/she is being compensated by other federal monies.
7. The Consultant understands that the Consultant’s status hereunder is that of independent contractor. The Consultant is not an employee of the University in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, worker’s compensation or unemployment compensation.
8. The Consultant agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless

the Consultant has received in writing prior consent of the University to make such disclosure.

9. The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the University or its employees for any purpose.
10. The Consultant agrees that any personal injury to the Consultant or third parties or any property damage incurred in the course of performance of Services shall be the responsibility of the Consultant. The Consultant will indemnify, defend and hold the University harmless from any claims, demands, lawsuits, or award of damages arising out of the Consultant's performance of Services, except to the extent such are caused by the sole fault or negligence of the University.
11. All or part of this Agreement may be terminated by the University for its convenience. In such event, Consultant will be entitled to compensation for Services performed up to the date of termination. Consultant shall not be entitled to compensation or profit for Services not performed.
12. The term of this agreement shall begin on _____, 20__, and continue until _____, 20__. It may be renewable upon reasonable terms and conditions agreed upon by the University and the Consultant, or extended beyond such date if the University agrees to the extension in writing.
13. The Consultant agrees to maintain detailed business and accounting records sufficient to permit the University to audit the work/ services provided hereunder. The Consultant agrees to provide said records to the University immediately upon request for the purpose of inspection, audit or other business purpose.
14. The Consultant agrees that if the compensation hereunder is paid with federal funds the Consultant shall abide by any and all applicable federal regulations, procedures, and law, including the signing of any documents necessary to ensure that the agreement between the parties is consistent with all federal requirements.

15. The Consultant certifies that he or she is not debarred, suspended or otherwise excluded from participation in federal programs or from receiving compensation with federal funds.

CONSULTANT:

CLARK ATLANTA UNIVERSITY:

Print Name Date

Print Name Date

Services are to be charged to Account Number(s): _____
Consultant's Tax I.D. # or Social Security # _____

223 James P. Brawley Drive, S.W.
Atlanta, GA 30314
(404) 880-8000