

**CLAYTON STATE UNIVERSITY - CONTRACTED (CONSULTANT) SERVICES AGREEMENT**

This Agreement made on \_\_\_\_\_ (date) by and between Board of Regents of the University System of Georgia, by and on behalf of Clayton State University and \_\_\_\_\_ (Independent Contractor).

The undersigned agrees that he/she is an Independent Contractor and is not an employee, agent, partner or joint venture of or with CSU. The undersigned shall not be entitled to participate in any vacation, medical or other fringe benefit or retirement program of CSU and shall not make claim of entitlement to any such employee program or benefit. The undersigned shall be solely responsible for the payment of withholding taxes, FICA, State of Georgia, and other such tax deductions on any payments or earnings made, and CSU shall withhold no such payroll tax deduction from any payments due. The undersigned agrees to indemnify and reimburse CSU from any claim or assessment by any taxing authority arising from this paragraph. The Independent Contractor must submit a signed and notarized Contract Affidavit(s) prior to entering contracts for labor or services when the contract amount is equal to or greater than \$2500.

The undersigned agrees that he/she is not employed by another Institution or Agency for the State of Georgia. Georgia Law O.C.G.A. 16-10-9 and No. 976 House Bill No. 1123 prohibit the direct contractual agreement between CSU and an individual employed by another Georgia Institution or State of Georgia Agency.

Clayton State University agrees to pay the undersigned consultant on a project-by-project bases not to exceed \$\_\_\_\_\_, which will be completed by \_\_\_\_\_(expiration date).

**SCOPE OF WORK:** (work performed by consultant)

**PAYMENT INSTRUCTIONS:** (schedule of payments, if applicable)

**Clayton State University and the undersigned consultant will mutually agree as follows:**

1. This Agreement may be modified at any time by mutual consent of the parties hereto. Any modifications shall be in writing and signed by both parties.
2. An Independent Contractor will be terminated at any time, without mutual consent, for misconduct in any capacity and may also include termination due to an unwillingness or inability to adequately perform his/her job responsibilities, conduct detrimental to the department/university or its reputation, disrespect to patrons, employees, or supervisor, or for insubordination.
3. This Agreement cannot be assigned by either party.
4. The parties hereto agree to the full performance of the conditions and provisions contained herein.
5. **If the requested labor or services contract amount is equal to or greater than \$2500, the Independent Contractor must complete (sign and notarize) the Contract Affidavit prior to executing contract.**

In witness whereof the parties have executed this contract in one original copy. This contract is only binding and valid if the required approvals listed below are obtained.

**APPROVALS:**

**Department Head:** \_\_\_\_\_ Date: \_\_\_\_\_  
*(Required Signature for all Contracts less than \$2,500)*

**VP or Assistant VP of Department:** \_\_\_\_\_  
*(Optional Signature After the Contract is Signed)*

**Vice President of Business and Operations:** \_\_\_\_\_  
*(Required Signature for all Contracts equal to or greater than \$2,500)*

**Department Name:** \_\_\_\_\_  
2000 Clayton State Blvd, Morrow, GA 30260

**CSU Employee:** \_\_\_\_\_

**CSU Employee Signature:** \_\_\_\_\_

<b>Ind. Contractor – Complete This Section</b>	
<input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Name: _____	
Street Address & Apt #: _____	
City, State, Zip: _____	
FEI # or SS#: _____	
Phone: _____	
_____ <i>(Signature)</i>	_____ <i>(Date)</i>