

University of West Georgia Standard Engagement Agreement

This Standard Engagement Agreement (the “Agreement”) between the Supplier and the Board of Regents of the University System of Georgia, by and on behalf of the University of West Georgia (“UWG” or “University”), sets forth the terms and conditions relating to the parties obligations listed herein. To the extent that any of the terms and conditions contained in any other addendum or rider attached thereto by or on behalf of the Supplier conflict with any of the terms of this Agreement, the parties agree that the terms contained in this Agreement will control, notwithstanding any provision in the Agreement to the contrary.

The undersigned Supplier and Purchaser agree to the following terms and conditions for the engagement herein described below:

A. Supplier Information

- 1. Name under which Supplier operates:**
- 2. Supplier FED ID:**
- 3. Supplier Primary Contact Person:**
- 4. Supplier Address:**
- 5. Supplier Phone:**
- 6. Supplier Email:**
- 7. Is Supplier currently employed by any University System of Georgia Institution?**
If yes, contact Human Resources for guidance and payment process.
- 8. Is Supplier currently an enrolled student at UWG?**
If yes, contact Human Resources for guidance and payment process.

B. Purchaser Information

University of West Georgia
1601 Maple St.
Carrollton, GA 30118

- 1. UWG Contact Person:**
- 2. UWG Contact Phone:**
- 3. UWG Contact Email:**

C. Engagement Details

1. Engagement Description:

2. Engagement Location:

3. Engagement Dates:

Engagement Date (MM/DD/YYYY)	Start Time	End Time	Notes

Additional engagement dates:

4. Additional Engagement Information/Needs:

D. Payment Details

1. Agreed Price for Engagement:

2. Payment Method:

Purchase Order (PO)

Check Request

Other (specify): _____

3. Payment Schedule:

Option A: One-Time Payment

Full payment due on: _____

Option B: Installment Payment Schedule

Payment Amount	Payment Date (MM/DD/YYYY)	Notes

E. Riders:

If riders are to be a part of this agreement, indicate below, and attach the rider as an Addendum:

Purchaser: Supplier: Agent:

F. Additional Provisions:

1. **Contractual Relationship:** The Supplier is engaged under this Agreement as an independent contractor and not as an employee, agent, or representative of the Purchaser. The Supplier shall have sole control and discretion over the means, methods, personnel, and details used to fulfill their obligations under this Agreement, except that the Supplier shall comply with the performance times, schedules, or other requirements expressly set by the Purchaser. Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or partnership between the parties.
2. **Insurance:** Supplier agrees to comply with all federal, state, and local laws applicable to independent contractors, including but not limited to obligations relating to Social Security, Workers' Compensation, unemployment insurance, income taxes, and any other required insurance or contributions. The Supplier is solely responsible for obtaining and maintaining any public liability insurance or other coverage necessary for the services performed under this Agreement. The Supplier shall indemnify and hold the Purchaser harmless from any claims, penalties, assessments, or liabilities arising from the Supplier's failure to comply with such laws or from any union or welfare fund claims related to the Supplier's personnel.
3. **Infringement Clause:** Supplier represents and warrants that all materials, performances, content, and services provided under this Agreement are original to the Supplier or are used with all necessary permissions, licenses, or rights. The Supplier further represents that its performance and materials do not infringe upon any copyright, trademark, patent, intellectual property right, or other proprietary right of any third party.

If any claim or lawsuit is brought alleging that the Supplier's work or performance infringes upon the rights of another person or entity, the Supplier shall be solely responsible for responding to and resolving such claim. The Supplier agrees to indemnify, defend, and hold harmless the University of West Georgia, the Board of Regents of the University System of Georgia, and their officers, employees, and agents from any and all losses, damages, costs, expenses, and attorney's fees arising out of or related to such claim, including those arising from the presentation or performance permitted under this Agreement.

4. **Governing Law:** This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict-of-laws principles. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of Fulton County, Georgia. The parties hereby submit to the personal jurisdiction and venue of such court and waive any objection to the same, including objections based on forum non conveniens.
5. **Background Checks:** The Supplier shall ensure that all of its officers, agents, employees, subcontractors, or other personnel who will have access to the University's premises undergo

and successfully pass a security clearance background check prior to being assigned to University property or programs. The University reserves the right to immediately remove from campus any Supplier personnel whose presence it determines, in its sole discretion, to be inappropriate or unsafe. The University may also require the Supplier to conduct additional or updated background checks on any Supplier personnel assigned to University premises.

The Supplier is solely responsible for implementing and enforcing a background check process that complies with all applicable federal, state, and local laws, as well as all University System of Georgia guidelines. The Supplier shall review and evaluate the results of all background checks. The University shall not receive or review the specific results of such checks; only individuals who have successfully passed the Supplier's background check requirements may be assigned to University premises or activities.

The Supplier shall be fully responsible for the actions and conduct of its personnel and shall indemnify, defend, and hold harmless the University and the Board of Regents of the University System of Georgia from any claims, losses, damages, or liabilities arising out of or related to the acts or omissions of Supplier personnel.

6. **Force Majeure:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, fire, flood, severe weather, war, terrorism, civil unrest, labor disputes, governmental orders or restrictions, public health emergencies, epidemics or pandemics, interruption of utilities or transportation services, or any other event that renders performance impossible or commercially impracticable ("Force Majeure Event").
7. **Indemnification:** The Supplier shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, agents, and representatives (collectively "University Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) the Supplier's breach of this Agreement; (b) the negligent, reckless, or willful acts or omissions of the Supplier or its employees, contractors, agents, or representatives; or (c) the Supplier's violation of any applicable law, regulation, or third-party rights.

The University shall promptly notify the Supplier of any claim subject to this indemnification, provided that the failure to give such notice shall not relieve the Supplier of its obligations. The Supplier shall not settle any claim in a manner that imposes any obligation on, or admits fault by, the University Parties without the University's prior written consent.

8. **Georgia Open Records Act:** The Parties acknowledge that the University is subject to the Georgia Open Records Act, O.C.G.A. §50-18-70 et. seq. ("GORA") and will respond to requests in accordance with applicable law. **No Duty to Notify**
Nothing in GORA or this Agreement requires the University to withhold records that must be disclosed by law or to notify Supplier of a public records request. The University

may disclose records without notice as required by law or to meet statutory deadlines. The University may, in its discretion, provide notice to Supplier, but any such notice is voluntary.

(a) Trade Secret Designation

To claim trade secret protection, Supplier must, at the time of submission (and thereafter as updates occur), provide to the University with:

- i. A signed **trade secret affidavit** that specifically identifies the records or portions claimed as a trade secret and provides a factual basis for the claim; and
- ii. Both a Redacted (Public) Copy with clear page-by-page markings [e.g., “CONFIDENTIAL - TRADE SECRET (REDACTED)”] and an Unredacted Copy for the University’s internal use. Blanket or general designations are not permitted.

Supplier’s failure to comply with these requirements may result in disclosure. Supplier is solely responsible for asserting and defending any claim of exemption under O.C.G.A. §50-18-70 et. seq. and any other applicable exemptions.

(b) University Determination; Compliance with Law

Supplier acknowledges that the University has the final authority to determine its obligations under GORA and will make good-faith, independent determinations regarding claimed exemptions, including considering Supplier’s affidavit and redactions. The University shall not be liable to Supplier for disclosing any records required to be released under applicable law.

(c) Supplier Cooperation

Supplier shall cooperate with the University in responding promptly to open records requests for Supplier’s materials, including providing clarifications, corrected redactions, or narrowed designations as requested. Supplier is solely responsible for any errors, delays, or failures to timely provide materials required under this Section.

(d) Relief Sought by Supplier

If Supplier wishes to prevent disclosure, Supplier’s sole remedy is to **promptly seek relief** (e.g., protective order) at its own expense. The University has no obligation to act or seek such relief on Supplier’s behalf or delay disclosure, but may, in its discretion, afford Supplier a brief opportunity to do so consistent with statutory deadlines.

(e) Ongoing Duty and Survival

Supplier shall promptly provide updated affidavits and revised Redacted (Public) and Unredacted copies for any new or revised materials it contends contain trade secrets or other exempt information. Supplier’s obligations under this Section survive the termination or expiration of the Agreement for as long as the University retains the records.

9. **Funding Clause:** Notwithstanding any other provision in this Agreement, the parties hereto acknowledge that the University of West Georgia, as an agency of the State of Georgia, is

prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, the Contract shall terminate without further obligation of University of West Georgia as of that moment. The University shall remain obligated to pay for Services already performed and accepted by the University prior to such termination. The determination of the University of the events stated above shall be conclusive.

10. **Clery Act:** When Supplier provides physical security-related services on University owned, leased, or controlled property, Supplier's personnel are considered Campus Security Authorities under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). Supplier's employees must immediately report any crimes reported to or observed by them to the University Police Department, incorporate this reporting requirement into applicable Standard Operating Procedures, and promptly provide documentation of such incidents to support the University's Clery Act record-retention obligations. The University's Annual Security & Fire Safety Report is available at www.westga.edu/cleryact and includes campus safety policies, crime reporting procedures, and crime and fire statistics for the three most recent calendar years. A paper copy is available upon request by emailing clery@westga.edu.
11. **Institutional Policy:** The Supplier, including all of its officers, employees, agents, and subcontractors ("Supplier Personnel"), shall comply with all applicable federal, state, and local laws as well as all policies, procedures, and regulations of the University of West Georgia and the University System of Georgia while performing services under this Agreement or while present on University property.

This includes, but is not limited to the following policies/procedures:

- [Non-Discrimination and Anti-Harassment](#);
- [Sexual Misconduct](#);
- [USG Ethics](#);
- [Weapons on Campus](#);
- [Tobacco and Smoke-Free Campus](#);
- [Alcohol and Tobacco on Campus](#)

The Supplier is responsible for ensuring that Supplier Personnel have reviewed and agree to comply with these policies and shall maintain internal practices sufficient to ensure adherence. Supplier Personnel are expected to conduct themselves professionally and in a manner that contributes to a respectful, nondiscriminatory, and safe environment.

To the extent Supplier Personnel perform services on University property or otherwise meet the definition of a Campus Security Authority under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), they must promptly report to the University Police Department any crimes or allegations of crimes reported to them or observed by them. The University's Annual Security & Fire Safety Report, which outlines reporting procedures, safety policies, and crime statistics, is available online. A paper copy is available upon request at clery@westga.edu.

Failure of the Supplier or Supplier Personnel to comply with University or USG policies may result in immediate removal of Supplier Personnel from campus, suspension of services, or termination of this Agreement.

The Purchaser, in signing this contract, warrants that they sign as a properly authorized representative of the University and does not assume any personal liability for meeting the terms of the agreement. See the Delegation of Authority Matrix for Authorized Signers.

SUPPLIER NAME
AUTHORIZED REPRESENTATIVE

UNIVERSITY OF WEST GEORGIA

SUPPLIER SIGNATURE

UWG SIGNATURE

DATE

DATE