These Terms and Conditions are attached as an Addendum to all Georgia College Contracts

Relationship of Parties: The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied contracts, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing.

Compliance: The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to the University, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which University promulgates and to which University is subject.

Default: In case of default, the University reserves the right to hold the other party responsible for any actual expenses incurred.

Entire Agreement: This Agreement, together with the other appendices hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

Modification: This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

Severability: Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

Assignment: Nothing in this Agreement shall be construed to permit the assignment by any party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the University. No such assignment or transfer shall relieve the non-University party from its obligations and liabilities under the Agreement.

Force Majeure: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

Headings: The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

Intellectual Property: The University shall retain all right, title, including all related intellectual property rights, in its property. Such intellectual property rights include, but are not limited to, copyrights, patents, or trademarks. This agreement is not a sale and does not convey any rights or ownership in or related to the service being performed. Use of University’s name or trademarks is only allowed with the express written consent of the appropriate University official.

Non-Discrimination in Employment: It has been and will continue to be the policy of and to be an equal opportunity University. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, nor any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.
**State Security/Background Checks:** State entities require a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the University. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Agreement if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the University. The Contractor’s employees, agents and subcontractors may be granted access to state computers, hardware, software, programs, and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor’s responsibilities under the Agreement. Such access may be terminated at the sole discretion of the University. The Contractor shall provide immediate notice to University of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to the University of the changed status of any employee, agent, or subcontractor granted access to state computers, hardware, software, programs, and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

**Disclosure:** This Agreement may be subject to public disclosure pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

**Right to Inspect:** University reserves the right to inspect any directly pertinent books, documents, papers, and records of the Parties involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder or the service has been provided, whichever is later.

**Notice:** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter: Notices shall be sent to the University as follows: Either Vice President for Finance and Administration or Provost. All such notices shall be effective when deposited in the United States Mail.

**Waiver:** Except as specifically provided for in a waiver signed by duly authorized representatives of the University 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 Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**Indemnification:** The Contractor shall indemnify and hold harmless the University, its officers, its agents, and its employees from all loss, cost, and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the use or occupancy of University facilities, whether such use is authorized or not, or by any act or omission of Contractor or any of its officers, its agents, and its employees, guests, patrons, or invitees. Contractor shall pay for any or all damage to the property of the University, or loss or theft of such property, done or caused by such persons.

**Laws:** This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, without regard for its conflicts of laws provisions.

**Sovereign Immunity:** Nothing in this Agreement shall be construed as: (a) a denial to either Party of any remedy or defense available to it under the laws of the State of Georgia or Federal law; (b) the consent of the State of Georgia or its agencies and agents to be sued; or (c) a waiver of sovereign immunity, any other governmental immunity, or any constitutional or statutory rights of the State of Georgia and the Board of Regents of the University System of Georgia acting by and on behalf of Georgia College & State University beyond the extent of any waiver provided by law.