

Board of Regents of the University System of Georgia  
Attn: Director of Contracts & Services, Office of Facilities  
270 Washington Street, SW, 6th Floor  
Atlanta, GA 30334

#### ARTICLE 4

##### Insurance and Indemnity

4.1 **Liability Insurance.** - Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the services, the Consultant shall maintain a commercial general liability policy covering his Services. The Consultant shall file with the Regents a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$1,000,000 per occurrence. Consultant shall provide a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia and copies of the additional insured endorsement naming Regents and the appropriate unit of the University System as an additional insured. Any deductibles and self-insurance retention may not be greater than \$25,000.

4.2 **Workers Compensation Insurance.**-- Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain Workers Compensation insurance in the statutory amounts required. The Consultant shall file with the Regents a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

4.3 **Consultant Services Indemnity.** The Consultant shall indemnify, release and hold Regents, its officers, members, employees and the State of Georgia, harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by Regents and any of its officers, members, or employees), claims, suits and judgments to the extent arising or resulting from the delivery of Services under this Contract.

#### ARTICLE 5

##### Personal Services

In contemplation that the Services are personal, the Consultant hereby agrees that no material change under which the Consultant shall provide the Services may be made without written consent of Regents in advance, and such consent may be conditioned upon retention of the key staff persons of the Consultant for performance of the Services. In the event of a change in business form only, the Consultant shall notify Regents in writing and include in the notice the appropriate tax identification number and information. Regents shall make all future payments in accordance with such notice.

#### ARTICLE 6

##### Access to Records

6.1 **Access and Audit.** Regents shall have access to any pertinent books, documents, papers, and records of the Consultant for the purpose of making audit examinations, excerpts, and transcripts relative to this Contract. Records of reimbursable expenses and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to Regents at mutually convenient times, but in no event more than 72 hours after a written request from Regents.

6.2 **Open Records Act.** Consultant acknowledges and agrees that all documents collected or produced for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure under the Open Records Act (see O.C.G.A. §50-18-70). The Open Records Act makes it mandatory that any contract with a private person, firm, or corporation provide for the inspection or copying of public records within three business days of the receipt of an open records request. Details and procedures, including permissible exemptions and the means of claiming such exemptions, are contained in the Act. Consultant acknowledges that non-compliance with the Act may constitute a criminal act. Consultant must promptly advise Regents in writing within 24 hours of a request for records falling under the Act. Failure to comply with the Act is a material breach of this Contract which may result in termination for cause.