**AGREEMENT**

This Agreement (“Agreement”) is made by and between Valdosta State University, a state agency and institution of higher education under the Board of Regents of the University System of Georgia, located at 1500 N. Patterson Street, Valdosta, Georgia, authorized under the laws of the State of Georgia and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Evaluator”), to be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

University requires the expertise and advice of a consultant to provide review and assessment of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Grant to ensure the program is implementing best practices, meeting all objectives and reporting requirement of the sponsor. Upon completion of the review the Evaluator will submit a report within 30 days with recommendations for improvements to promote progress toward achieving intended project outcomes.

Evaluator has demonstrated competence, knowledge, and qualifications to advise University.

In consideration of the mutual promises herein the parties agree as follows:

**1. SCOPE OF WORK**

 Consultant will perform the following services in accordance with the schedule described below:

1. Conduct a site visit
2. Interviews with program staff and participants
3. Review of program files and documentation
4. Review of required reports
5. Administer formative and summative assessment instruments
6. Delivery of a written report with recommendations for program improvement
7. Assist in the completion of any reports required by “Sponsor” or Valdosta State University associated with the “Sponsored” grant.

**2. FEES AND EXPENSES**

 2.1 University will pay Evaluator for services performed to the satisfaction of University as follows:

Evaluator will be paid the fixed amount of \_\_\_\_\_\_\_\_\_\_ (“Evaluation Fees”) for complete performance of the services.

The Evaluation Fees include all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement. In no event will the amount of the Evaluation Fees exceed \_\_\_\_\_\_\_\_\_\_\_\_\_.

# **3. TERM AND TERMINATION**

 3.1 Term. The term of this Agreement will begin on the Effective Date and expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 3.2 Termination for Cause. In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30)days’ advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

 3.3 Termination without Cause. University may terminate this Agreement without cause upon fifteen (15) days’ advance written notice of termination to Consultant.

**4. LIABILITY**

Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of Valdosta State University will be governed by the laws of the State of Georgia, including but not limited to, the Georgia Tort Act and the Georgia Workers’ Compensation Act.

I/ we hereby understand and agree to all the conditions set forth.

## Valdosta State University Evaluator

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Robert T. Smith Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_Provost\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_