

SUPPLIER AGREEMENT

1. Definitions. The following terms shall have the meaning indicated below (all terms defined in this section or in any other provision of this Agreement in the singular are to have the same meanings when used in the plural and vice versa):

“Agency Acceptance” means that document evidencing a Member Agency’s acceptance of a Candidate to fill a position under a specified Agency Requisition.

“Agency Requisition” means that document entered by a Member Agency into the ITSMS that contains specifications and requirements pertaining to a need for service to be procured from a qualified Supplier in accordance with the terms and condition of the GTA Agreement.

“Agreement” means this Supplier Agreement, together with any exhibits, schedules or attachments hereto, as such may be amended, modified or supplemented from time to time.

“Billing Period” shall be either semi-monthly or monthly as specified by Member Agency in its Agency Service Plan (as defined in the GTA Agreement). If bi-monthly (a) the first period shall extend from the first day of each month and extend through the 15th day of such month and (b) the second period shall extend from the 16th day of each month through the last day of such month. If monthly, the period shall extend from the first day of each month through the last day of such month.

“Candidate” means any individual submitted by a Supplier to a Member Agency through the ITSMS in response to a Agency Requisition.

“Candidate Profile” means a profile, in the form available on the ITSMS at the time of submission, for each Candidate the Member Agency deems qualified to fill a Agency Requisition submitted by the Member Agency through the ITSMS.

“GTA” means the Georgia Technology Authority, an agency of the State of Georgia.

“GTA Agreement” means that certain agreement by and between GTA and PGA, dated as of July 13, 2001, including all exhibits and addenda thereto, as the same may be amended or supplemented from time to time pursuant to which PGA agrees to provide vendor management services to Member Agencies.

“IT Service Requests” means any request by a Member Agency for a Supplier to provide a “complete solution” to any information technology problem that involves services in addition to those required in fulfilling an Agency Requisition. A Agency Requisition may be a

part of an IT Service Request, but will be treated as a separate request for purposes of this Agreement.

“ITSMS” means the Information Technology Staffing Management System, a web-based integrated system to: register information technology staffing contractors; post Agency requirements; receive offers; analyze bids; manage acceptance procedures; process timesheets of IT contractors; administer invoice and payment of IT suppliers and oversee evaluation and closure of each agency IT requirement, all as more particularly described in the GTA Agreement.

“Member Agency” means any subdivision of the State of Georgia, including any state, county, municipal or local governmental agency, department, court, or other governmental entity or body that elects to use the services made available to it pursuant to the GTA Agreement. Without limiting the foregoing, the term Member Agency shall include GTA.

“Local Agency” means any Member Agency other than the State, including county, municipal or other governmental agencies.

“Payment Date” means:

- a. If billing is monthly, the thirtieth (30th) day following the end of the Billing Period; or
- b. If billing is semi-monthly, the fifteenth (15) and last day of each month.

“PGA” means Personnel Group of America, Inc., a Delaware corporation (d/b/a Venturi Technology Partners).

“Solutions Manager” means an individual designated by PGA and approved by Member Agency to act on Member Agency’s behalf with respect to the use of the ITSMS.

“The State” means the State of Georgia, including all departments, institutions or other entities thereof.

“State Agency” means any department or other entity of the State of Georgia.

“Supplier” means, at any time, a vendor under contract with PGA who is providing services to a Member Agency at such time and who has duly completed all required background checks and was not disqualified thereby from providing services to the applicable Member Agency.

“Supplier Offer” means the offer made by Supplier to assign one or more candidates in response to an Agency Requisition submitted through the ITSMS.

“Time and Expense Report” means, with respect to a Supplier, a time and expense report submitted by such Supplier or its personnel, as the case may be, to the Member Agency, through the ITSMS or otherwise.

2. Nature of Agreement. PGA and GTA have entered into the GTA Agreement pursuant to which it provides for all Member Agencies vendor management services. Supplier desires to be able to respond to Agency Requisitions and IT Service Requests of Member Agencies. Supplier and PGA hereby agree that Supplier will be able to respond to Agency Requisitions on Agency Requisitions on the terms and conditions set forth below.

3. Obligations of Supplier.

(a) In order for Supplier to be eligible to render services to a Member Agency, Supplier agrees that during the term of this Agreement, it shall meet the qualification requirements set forth on Exhibit A hereto, unless otherwise waived by the applicable Member Agency or by GTA. During any period of time that Supplier is not in compliance with the preceding sentence, it shall not be eligible to use the ITSMS.

(b) Upon receipt of an Agency Requisition, Supplier may submit one or more Candidate Profiles through the ITSMS within a time frame to be specified by Member Agency. Prior to the submission of a Candidate Profile for any Candidate, unless waived by the applicable Member Agency with the prior approval of GTA, Supplier shall confirm that Candidate has good references and qualifications, shall confirm Candidate’s availability and shall use its best efforts to verify that information provided in the Candidate Profile for such Candidate is complete, accurate and up-to-date. In furtherance thereof, unless waived by the applicable Member Agency with the prior approval of GTA, the Supplier shall not submit any Candidate to perform services for Member Agency that has not had a background check completed (to the standards required by Member Agency) and submitted to Member Agency for approval. Supplier shall refrain from assigning a Candidate to any task with Member Agency if such investigation reveals a disregard for the law or other background which indicates an unacceptable security risk. Supplier acknowledges that the Solutions Manager shall act on behalf of Member Agency and notify Supplier regarding interviewing and the ultimate engaging of Candidate by Member Agency.

(c) Supplier shall submit (or cause its personnel to submit) Time and Expense Reports for services rendered during each Billing Period by noon on the first business day following the end of such Billing Period. PGA and Member Agency shall authorize Supplier to access and use the ITSMS for the purpose of submitting such Time and Expense Reports. If Supplier (or its

personnel) fails to file Time Reports within 60 days of the date that the work is performed or Expense Reports within 60 days after an expense is incurred, then Supplier waives any and all claims for compensation or reimbursement with respect to such time or expenses.

(d) Supplier hereby acknowledges and agrees that Candidates and personnel assigned by Supplier to Member Agency are not employees of the State, Member Agency, GTA or PGA within the application of any federal, state or local laws or regulations, including common law, and including but not limited to laws or regulations covering unemployment insurance, retirement benefits, liability with respect thereto. Supplier agrees that it will abide by all state and federal wage and hour laws, including properly classifying personnel provided to Member Agency. Supplier also agrees that it will comply with the provisions of the Immigration Reform and Control Act (IRCA) as well as with all applicable labor and employment laws and regulations, including laws prohibiting discrimination in employment. Supplier shall immediately report to Member Agency’s human resources department any complaint made by Supplier’s personnel of unlawful harassment or discrimination related to their assignment at or on behalf of Member Agency. In addition to its general obligation as set forth in Section 12 below, Supplier shall indemnify, defend and hold harmless Member Agency, GTA, PGA, and their respective agents, directors, officers and employees from and against any and all loss, damage, or liability resulting from Supplier’s failure to comply with the provisions of this Section or any finding that Member Agency, GTA or PGA was an employer of a Candidate or any personnel provided by Supplier in response to a Agency Requisition or an IT Service Request.

(f) Personnel engaged by Member Agency will be expected to adhere to Member Agency’s workplace policies, including without limitation policies relating to drug testing and background checking of personnel. Supplier is responsible for assuring the quality and the supervision of its personnel while such personnel are providing services for Member Agency. Neither Supplier nor Supplier personnel shall engage in any activity at any Member Agency worksite intended by Supplier or Supplier Personnel to recruit other Supplier personnel. Supplier shall cause each of its permanent and hourly employees (i.e., non-subcontractors) providing services on its behalf to Member Agency to sign the Supplier Services Individual Acknowledgement attached as Exhibit B.

(g) Supplier shall only use (and require that its personnel only use) software on projects for a Member Agency that have been pre-approved by such Member Agency and have been scanned for computer viruses. Supplier shall also require that any computer software or Internet services used at any facility of any Member Agency be directly related to the services being performed by such Supplier (or its personnel) for such Member Agency.

(h) In the event that a Member Agency has entered into or enters into agreements with other contractor/suppliers for additional work related to the services rendered by Supplier to Member Agency pursuant to any Agency Requisition, Supplier agrees to reasonably cooperate with such other contractor/suppliers. Neither Supplier nor its personnel shall commit any act, which will interfere with the performance of work by any other contractor/supplier.

4. Insurance.

Supplier shall procure and maintain insurance which shall protect the Supplier, the State of Georgia, PGA and their respective affiliates from any claims for bodily injury, property damage, or personal injury which may arise out of operations under an Agency Acceptance between the Supplier and the Agency. Supplier shall procure the insurance policies at its own expense and shall provide PGA with a Certificate of Insurance naming the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor/Supplier includes contractual liability coverage to protect the State of Georgia and PGA. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent,
- B. Name and address of insured,
- C. Name of insurance company (licensed to operate in Georgia),
- D. Description of coverage in standard terminology,
- E. Policy period,
- F. Policy Number
- G. Limits of liability,
- H. Name and address of certificate holder,
- I. Acknowledgment of notice of cancellation to the State of Georgia,
- J. Signature of authorized agent,
- K. Telephone number of authorized agent,
- L. Details of policy exclusions in comments section of Insurance Certificate.

Supplier will maintain the coverages included in Subsections M through Q below for the longer of (a) the term of this Agreement or (b) the term of any applicable Agency Acceptance.

M. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor/Supplier qualifies to pay its own workers' compensation claims.) In addition, Supplier shall require all Suppliers occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

N. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General

Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.

O. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Supplier's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

P. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

In addition to the foregoing, a Member Agency may include in any Agency Requisition of such Member Agency a requirement that Supplier have a malpractice/professional liability policy with EDP and errors and omissions coverage (on a claims made basis). Any such Agency Requisition shall set forth the required minimum coverage limits of such policies.

5. Fees and Billing

(a) The fees and expenses for services rendered by a Supplier to Member Agency shall be those agreed to by the Member Agency in connection with the solicitation of the services of the Supplier, except as otherwise agreed to in writing by Member Agency and Supplier. In compensation for its services hereunder, Supplier shall pay PGA a fee equal to 1.95 percent (1.95%) of the amount to be paid by State Agency to Supplier (excluding expense reimbursement) pursuant to the terms hereof and any Agency Acceptances entered into hereunder. PGA shall be entitled to deduct 1.95% from the amount otherwise to be paid to Supplier per billing period.

(b) Supplier acknowledges that (i) PGA shall deliver following the end of each Billing Period to Member Agency an aggregate invoice for the fees and expenses evidenced by Time and Expense Reports approved by such Supplier during such Billing Period for all services provided for or on behalf of Supplier, (ii) Member Agency shall pay PGA and not to Supplier the amount of each invoice, and (iii) PGA shall remit within five business days after receipt of payment from the applicable Member Agency (but solely to the extent of the receipt of such payment) to each Supplier the portion of such payment owed to the Supplier for services rendered and expenses incurred pursuant to such invoice ("Invoice Amount"). With respect to the payments to be made by PGA to Supplier pursuant to this Section 5, Supplier acknowledges that it will be paid by corporate check issued by PGA (or one of its subsidiaries) unless PGA in its discretion determines to make such payment by wire transfer or electronic funds transfer, in which case Supplier agrees to

reasonably cooperate with PGA in effecting any such wire transfer or electronic funds transfer.

(c) Member Agency, in its Agency Service Plan and Agreement, shall be required to agree not to unreasonably withhold approval of any Time and Expense Report submitted to PGA and will notify PGA and Supplier if Member Agency disputes any Time and Expense Report. Moreover, Member Agency shall be required to agree as part of its Agency Services Agreement to pay on a timely basis any fees and expenses that are not disputed by such Member Agency.

(d) In the event that a Member Agency pays PGA any amount directly or indirectly related to amounts payable to Supplier by credit card, wire transfer or other means of electronic funds transfer, then any costs associated with the receipt of such payment by PGA, including, without limitation, credit card processing fees, may be deducted from the amounts otherwise payable to Supplier pursuant to this Section 5.

6. Taxes. Supplier shall be responsible for payment of all applicable taxes associated with the performance of this Agreement (other than taxes based on income reported by PGA) including, but not limited to, federal, state and local personal income and other payroll taxes payable with respect to the compensation of Supplier, its employees, agents and/or contractors. Supplier shall forthwith pay all taxes lawfully imposed upon it with respect to this Agreement or any product delivered to Agency in accordance herewith including without limitation any and all sales and use taxes imposed upon Member Agency or Supplier in connection with any services and or other deliverables of Supplier hereunder. Supplier covenants that all compensation payable to Supplier under any Supplier Offers and resulting Acceptances shall be inclusive of all taxes payable by it hereunder whether or not any such taxes are separate reflected in any such Supplier Offer or Acceptance. Supplier shall reimburse, indemnify and hold each of PGA, GTA and Member Agency harmless for any such taxes paid by PGA or Member Agency and any costs, expenses, liabilities, penalties and interest incurred by PGA or Member Agency as a result of Supplier's failure to pay such taxes. None of PGA, the State of Georgia or GTA makes any representation whatsoever as to the liability or exemption from liability of the Supplier to any tax imposed by any governmental entity.

7. Representations and Warranties.

(a) Each party hereto represents and warrants to the other party that (i) the execution and delivery of this Agreement, and the performance of its obligations hereunder, by such party have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms, and (ii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, by such party does not, and will not, conflict with or result in breach of any agreement, indenture or other instrument binding on such party.

(b) Supplier (with respect to itself and any personnel providing services on its behalf) expressly warrants for the benefit of the State of Georgia that the services to be performed by Supplier for any Member Agency shall be performed in a workmanlike manner, subject to the reasonable requirements of GTA and the applicable Member Agency. Supplier further warrants that all work assigned and performed by it (or its personnel) shall be performed substantially in accordance with the requirements of the Member Agency for whom such services are being performed. Supplier further represents that all work assigned by a Member Agency will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time services are provided. In performing work assigned to a Supplier through the system, which requires that the Supplier provide any parts or materials, Supplier covenants that it shall use only new standard parts/materials or parts/materials equal in performance to new parts unless otherwise agreed to in writing by the Member Agency for whom such parts or materials are being provided.

(c) If any personnel placed by Supplier with a Member Agency is determined by such Member Agency to be unacceptable for any reason within a period of two weeks following the date that such personnel first provides services to such Member Agency (in connection with any single assignment), then such Member Agency may terminate the services of such personnel and not be obligated to pay any amount to Supplier for any services provided by such personnel.

(d) Except as otherwise expressly authorized by a Member Agency in an Agency Acceptance, all materials produced by Supplier assigned personnel in performance of work under such Agency Requisition, including but not limited software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.

8. Confidentiality and Ownership of Proprietary Information.

(a) Supplier acknowledges that, in the course of providing services hereunder, Supplier may have access to the confidential information of Member Agency, PGA or GTA (each, as applicable, a "Disclosing Party") and PGA may have access to background check results and other confidential information relating to Supplier personnel and Candidates (for purposes of this Section 8, Supplier and PGA are sometimes referred as a "Receiving Party"). Receiving Party agrees that it shall take reasonable steps to protect the Confidential Information (as defined below) of Disclosing Party, using reasonable methods that are no less stringent than the methods used by Receiving Party to protect its own proprietary information, during the term of the Agreement and thereafter, and shall prevent the duplication or disclosure of Confidential Information, other than by or to its employees who must have access to the

Confidential Information to perform such party's obligations hereunder, provided that Receiving Party shall make such employees aware of the restrictions of this Section 8. "Confidential Information" shall mean (x) with respect to Supplier, records or information in the possession or under the control of Disclosing Party relating to the technology products or business of Disclosing Party in oral, graphic, written, electronic or machine readable form (including, without limitation, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions (whether patentable or not), and all information relating to customers, customer transactions and strategies) or the terms of this Agreement and which includes candidates, pricing, business-related information and other confidential, sensitive or proprietary information and (y) with respect to PGA, information obtained in performing or reviewing background checks on Candidates or other information regarding Candidates or personnel of Supplier that is deemed confidential as a matter of law. Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of said information to the Receiving Party ("Time of Disclosure"); (ii) was in the public domain prior to the Time of Disclosure; (iii) became part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Receiving Party, its employees, or agents; or (iv) was supplied to the Receiving Party after the Time of Disclosure without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence. Receiving Party may disclose Confidential Information that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided, that prompt notice thereof is given to the Disclosing Party and reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the Disclosing Party to do so. In addition to the foregoing, Supplier expressly agrees to immediately remove any of its personnel from any work with a Member Agency upon either PGA or such Member Agency giving notice to it that such personnel has failed to meet the confidentiality obligations or standards of this Agreement.

(b) Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

(c) Unless otherwise expressly agreed to in any applicable Agency Requisition or Acceptance of a Member

Agency, Member Agency shall be the sole owner of all proprietary information and inventions developed by Supplier (including any personnel of Supplier) while providing services to Member Agency to the extent permitted by applicable Georgia law, or any applicable like statute in any other state. Supplier hereby assigns to Member Agency any rights it may have or acquire in any such proprietary information and invention, all patents issuing therefrom, and all copyrights or any other rights existing therein. This assignment of rights does not include any invention that Supplier (or its personnel) might develop during his/her/its own time without using Member Agency's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate to Member Agency's business, or actual or demonstrably anticipated research or development of Member Agency, or result from any work performed by such Supplier for Member Agency. Supplier agrees to assist Member Agency (at Member Agency's expense) by taking any actions (including execution of assignments or such other documents as Member Agency may request) in order for Member Agency to obtain and enforce patents, copyrights or other rights in any country relating to proprietary information as described in this Section 8(c).

9. Originality and Copyright/Patent Indemnification.

(a) Unless otherwise expressly agreed to in any applicable Agency Requisition or Acceptance of a Member Agency, all materials produced by Supplier in performance of any work with such Member Agency shall be of original design and development by the Supplier and will be specifically developed for fulfillment of its agreement with such Member Agency. If Supplier intends to use or incorporate any component(s) of a system already in existence, Supplier shall first notify the applicable Member Agency, who, based upon whatever investigation that such Member Agency may elect to make, may direct the Supplier not to use any of such component(s). If the Member Agency, in its sole discretion, authorizes the use of such component(s), Supplier shall use such component(s) at Supplier's sole expense, after obtaining and providing the Member Agency with a copy of the written consent of the party owning such component(s). In any event any such component shall be warranted as specified in any applicable agreement between the Member Agency and the Supplier and Supplier will arrange to transfer to the Member Agency title or, where applicable the perpetual license, to such component and shall indemnify the Member Agency and PGA with regard to any copyright or patent infringement as specified in this Section. Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the Member Agency or PGA and indemnify the Member Agency and PGA against any award of damages and costs made against the Member Agency or PGA by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent, or copyright provided that the Member Agency or PGA, as applicable, gives Supplier immediate notice in writing of the institution of such suit,

permits Supplier to fully participate in the defense of the same and gives Supplier all available information, assistance and authority to enable Supplier to do so. Subject to approval of the Attorney General of the State of Georgia, the State of Georgia or the Member Agency shall tender defense of any such action to Supplier upon request by Supplier. Supplier shall not be liable for any award of judgment against the State of Georgia, the Member Agency or PGA reached by compromise or settlement unless Supplier accepts the compromise or settlement. Supplier shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State of Georgia, any Member Agency or PGA unless approved by the State of Georgia, the Member Agency or PGA, as applicable.

(b) In case any software is in any suit held to constitute infringement and its use is enjoined, Supplier shall, at its option and expense: (1) procure for the Member Agency the right to continue using the software or (2) replace or modify the same so that it becomes non-infringing; or (3) remove the same and cancel any future charges pertaining thereto. Supplier, however, shall have no liability to the State of Georgia or the Member Agency if any such patent, or copyright infringement or claim thereof is based upon or arises out of: (1) compliance with designs, plans or specifications furnished by or on behalf of the Member Agency as to the software; (2) the use of the software in combination with apparatus or devices not supplied by Supplier; (3) the use of the software in a manner for which the same was neither designed nor contemplated; or (4) the claimed infringement of any patent or copyright in which the State of Georgia or any Member Agency or affiliate thereof has any direct interest by license or otherwise. The foregoing states the entire liability of Supplier for or resulting from patent or copyright infringement or claim thereof.

10. Termination of Services and Loss of Funding.

(a) Supplier agrees that if Member Agency, in its sole discretion, determines that any personnel of Supplier are unacceptable for any reason, Member Agency may request that such personnel's services to Member Agency be terminated and PGA will terminate such personnel services immediately with no further obligation on the part of Member Agency other than payment of any invoice for such personnel's services rendered prior to such termination. Upon termination of Supplier personnel, PGA will provide such Supplier with a reasonable time period (determined by the circumstances existing at the time of the termination) to replace the terminated personnel, at the same cost as the terminated personnel; provided Member Agency does not object to such replacement by Supplier.

(b) If the source of payment for the total obligation of any Member Agency for services to be provided by Supplier no longer exists or is insufficient for Agency to meet its obligations hereunder, then any Agency

Acceptance or Agency Requisition relating thereto shall immediately terminate without further obligation of the Member Agency, PGA or the State as of that moment. The forgoing notwithstanding the Member Agency shall be required to make reasonable effort to give at least thirty (30) days notice (or such lesser notice as is practicable) to Supplier and PGA when it determines that the loss of such source of payment is a reasonable possibility or probability. In all events Member Agency shall be required to covenant to give immediate notice to Supplier and PGA upon the occurrence of any event that renders the source of payment for the total obligation of Member Agency for the services to be provided by Supplier no longer in existence or otherwise insufficient. Member Agency shall further covenant that it shall remain obligated to pay for services performed and accepted by Agency prior to such termination. The good faith determination of Member Agency as to the occurrence of the events stated in this Section shall be conclusive.

(c) With regard to any Agency Acceptance, an Agency or PGA (at the request of an applicable Agency) may cancel such acceptance for any reason (or no reason) immediately upon providing notice to Supplier, provided that the Member Agency shall pay any amounts due and payable for services received prior to such termination.

11. Termination of this Agreement.

(a) PGA may terminate this agreement immediately without prior notice to Supplier if :

- (i) Supplier knowingly acts, or knowingly causes its personnel to act, in any manner, that is in violation of any law or ordinance, or, in violation of any rule or written policy of the State, GTA or a Member Agency, provided Supplier has reason to know of such rule or written policy of the State, GTA or a Member Agency;
- (ii) Supplier breaches this Agreement (and does not cure such breach within 5 business days of receipt of notice of such breach, or such longer period as PGA may, in its sole discretion determine); or
- (iii) Supplier becomes insolvent, voluntarily declares bankruptcy or is subject to any bankruptcy, receivership or similar legal action, which is not dismissed within 30 days after its institution.

If PGA terminates this Agreement for either of the two reasons (a)(i) or (a)(ii), above stated in this Section,

Supplier shall not thereafter be eligible to submit candidates through the ITSMS

(b) In addition, PGA or Supplier may terminate this Agreement on thirty (30) days' written notice, provided however that if Supplier is providing services for Member Agency at the time of such notice, the Agreement will terminate at the later of (i) the date of termination specified in such notice or (ii) the first date that Supplier is no longer providing services to Member Agency. In any notice of termination from PGA to Supplier, PGA may, in its sole discretion, provide Supplier with (or deny Supplier the right to) continued access to the ITSMS to submit new Candidates until the effective date of the termination of this Agreement. Upon termination of this Agreement, Supplier shall deliver to Member Agency any supplies or equipment provided by Member Agency for use by Supplier (or any of its personnel) in performing services for Member Agency, all materials produced under Section 8(c), and all physical property and documents or other media (including copies) that contain Confidential Information of Member Agency.

12. Survival. The following provisions of this Agreement shall survive any termination of this Agreement in accordance with Section 11 above: any payment provision relating to any amounts due but not paid at the time of such termination or expiration; and Sections 7 through 9, and 12 through 17, 19, 21 through 22 and 24.

13. Indemnity.

(a) Supplier hereby agrees to indemnify, protect and save harmless the State of Georgia of Georgia, GTA, PGA and each Member Agency and their respective employees, proprietors, partners, representatives, shareholders, directors, servants, attorneys, predecessors, successors and assigns (hereinafter collectively referred to as "Indemnitees"), from any and all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees of any nature whatsoever (whether for personal injury, property damage or otherwise) (collectively, "Losses"), that are caused by, grow out of, result from or otherwise happen in connection with this Agreement and that are due to any act or omission on the part of Supplier, its agents, employees, suppliers, or others in the performance of services to any Member Agency hereunder or in the Supplier's participation in this program.

(b) This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the situation giving rise to the claim; or the Indemnity claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Supplier indemnification hereunder shall apply only to the extent that Supplier contributed to the events.

(c) The indemnification does not apply to the extent of the intentional misconduct or sole negligence of the Indemnitees, their officers or employees.

(d) To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia of Georgia Tort Claims Fund ("the Fund"), the Supplier agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Supplier (on behalf of itself, and, to the maximum extent permitted by law, its insurers) waives any right of subrogation against the State of Georgia, the Indemnitees, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

(e) Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Supplier unless approved in writing by Supplier. No settlement or compromise of any claim, loss or damage entered into by Supplier shall be binding upon Indemnitees unless approved in writing by Indemnitees.

14. Limitation of Liability. Notwithstanding anything to the contrary contained herein, neither party hereto shall be liable to the other party for remote or consequential damages. Except as otherwise provided in this Agreement, liability arising hereunder for any and all claims of damages arising out of this Agreement shall be limited to direct damages. The foregoing limitation of liability shall not apply to Supplier's liability for loss or damage to State of Georgia equipment or other property while such equipment or other property is in the sole care, custody and control of personnel of Supplier. Supplier hereby expressly agrees to assume all risk of loss or damage to any equipment of the State or any Member Agency or other property in the care, custody and control of personnel of the Supplier. Supplier further agrees that equipment transported by Supplier personnel in a vehicle belonging to Supplier or personnel of Supplier (including any vehicle rented/leased by Supplier or its personnel) shall be deemed to be in the sole care, custody and control of the personnel of Supplier while being transported. In addition, except as provided in the following sentence, no limitation of liability shall apply to any party hereto to a claim for indemnification for any claim, judgment or other liability owed by a party hereto to the State or a Member Agency. Any conflicting provision of this Agreement notwithstanding, the liability of Supplier to PGA hereunder with respect to any Losses arising out of or relating to this Agreement (including any breach of this Agreement) or Supplier's performance hereunder (including, without limitation, indemnification liability, warranty liability, liability for property damage, liability for personal injury and/or liability for incomplete or defective services) shall be limited to the greater of (i) PGA's liability to any Member Agency for such Losses (to the extent that Supplier is responsible hereunder therefore) and (ii) the sum of (A) the aggregate payments received by Supplier from PGA for services rendered pursuant to this Agreement and (B) any insurance proceeds on policies owned or controlled by Supplier payable with respect to such Losses.

15. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and deemed delivered when hand-delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified below, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within three (3) days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

If to Supplier : [_____] [address] [telephone] [fax] [e-mail address] Attention: [_____]

If to PGA: Personnel Group of America, Inc.

Contact: John Stouder
Address: 400 Interstate North Parkway
Suite 1000
Atlanta, GA 30339
Telephone: (770) 257-1020
Fax: (770) 257-1001

If to GTA: Georgia Technology Authority
Contact: Project Manager
Address: 100 Peachtree St., Suite 2300
Atlanta, GA 30303-3404
Telephone: 404-463-2300 (Tel.)
Facsimile: 404-463-2390 (Fax)

16. Assignment. Neither PGA nor Supplier shall transfer, sublicense or otherwise assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party and GTA, and any attempted transfer, sublicense or assignment by a party without such consent shall be null and void. This Agreement shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. Independent Suppliers; Third-Party Beneficiaries. In making and performing this Agreement, the parties hereto have acted and shall continue to act at all times as independent contractors. Except as otherwise provided herein, nothing contained in this Agreement shall be construed or implied to create the relationship of agent, representative, partner or of employer and employees between the parties hereto or between (a) GTA and any of PGA, any Member Agency or any Supplier or (b) PGA and any of GTA, any member Agency or any Supplier or (c) any Member Agency and any of GTA, PGA or any Supplier. At no time shall either party hereto make commitments for or in the name of the other party. The foregoing notwithstanding, each of Member Agency and GTA shall be deemed to be a third-party beneficiary of this Agreement with respect to any materials or rights to be

afforded hereunder to any of the State of Georgia, GTA or such Member Agency.

18. Drug-Free Workplace

Supplier hereby certifies as follows:

- (a) Supplier will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- (b) If Supplier has more than one employee, including Supplier, Supplier shall provide for such employee(s) a drug-free workplace, as defined under Official Code of Georgia Annotated (“OCGA”) Section 50-24-2(5) and Section 50-24-3(b), throughout the longer of the duration of this Agreement and any existing Agency Acceptance.
- (c) In the event that Supplier hires a subcontractor to work in a drug-free workplace, Supplier shall obtain from such subcontractor the following written certification: “As part of the agreement with (Subcontractor’s Name), (Subcontractor’s Name) certifies to [Supplier’s Name] that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of OCGA Section 50-24-3.”

Supplier may be suspended, terminated, or debarred if it is determined that:

- (i) Supplier has made false certification here in above; or
- (ii) Supplier has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

19. Audit Rights. GTA shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any records concerning performance of services under this Contract, including, but not limited to, books, records, documents and other evidence pertaining to work done and/or the cost and expenses incurred by Contractor in performing this Contract.

20. Trading with State Employees. Supplier shall comply at all times with the provisions of Official Code of Georgia Annotated, Sections 45-10-20 et seq., and certify that such provisions have not and will not be violated under the terms of this Agreement.

21. Permanent Placement of Supplier Personnel.

(a) In the event that a Member Agency desires to hire on a permanent basis any Supplier personnel (each a "Supplier Employee"), it shall provide notice of such intent in writing to Supplier and Supplier shall negotiate in good faith with such Member Agency with respect to such employment. Except as otherwise agreed to by Supplier and the applicable Member Agency, no compensation shall be payable to Supplier as a result of the permanent hiring of any Supplier Employee (whether in lieu of lost profits or otherwise) provided that all amounts payable pursuant to an applicable Acceptance for services provided by Supplier Employee prior to his or her hiring by Member Agency shall remain an obligation of Member Agency unaffected by the hiring of such Supplier Employee.

22. Mediation. In the event that Supplier shall have any dispute, disagreement or cause of action (each, hereinafter, a "Dispute") arising pursuant to this Agreement, any Agency Requisition or any Agency Acceptance with PGA, or any Member Agency (other than GTA), then before instituting any legal proceedings with respect to such Dispute Supplier shall first try in good faith to resolve such Dispute with such other party or parties and if such efforts prove unsuccessful shall thereafter submit such Dispute to non-binding mediation in accordance with the terms of this Section. The foregoing notwithstanding, the term "Dispute" shall not include a determination by a Member Agency to terminate the services of any personnel of Supplier. In addition, in the event that PGA or any Member Agency (other than GTA) requests that Supplier engage in non-binding mediation with respect to any Dispute, then Supplier agrees to engage in such mediation as though it had initiated mediation pursuant to this Section. Upon any initiation of mediation (actual or constructive) Supplier shall promptly give notice to GTA that it desires it to mediate the Dispute. Thereafter, unless GTA refuses to mediate such Dispute, Supplier shall cooperate for a period of 90 days (or such shorter period as is necessary to avoid material financial harm to it or avoid prejudicing the enforceability of any of its legal rights) from the date that the Notice is mailed (determined by postmark) to GTA with GTA in the non-binding mediation of the Dispute, provided that such Dispute is mediated by a member of the procurement, contracting or legal staff of GTA. In the event that GTA refuses in writing to mediate a Dispute or such Dispute is not resolved to the satisfaction of Supplier within the time period contemplated above, then Supplier shall be free to engage in any legal process that it deems appropriate with respect to such Dispute. The foregoing shall not be implied to limit any response that Supplier may make in response to any arbitration, lawsuit or other action initiated by PGA, GTA, the State or any Member Agency.

23. Change of Control. In the event that Supplier is subject to a Change of Control (as defined below), it shall

give notice of the same to GTA and PGA within five (5) days following such event. Thereafter, PGA shall have the right in its discretion to terminate this Agreement unless Supplier demonstrates to PGA that it remains qualified to act as a Supplier pursuant to this Agreement and any applicable Member Agency rules and policies. For purposes hereof, the term "Change of Control" means any sale, conveyance or other disposition of all or substantially all of the assets of the Supplier or, (b) any merger or consolidation of the Supplier with or into any other corporation, limited liability company or other entity whereafter the equityholders of the Supplier fail to own fifty percent (50%) or more of the voting power of the surviving corporation, limited liability company or other entity.

24. Limitation of Solicitation by PGA. PGA covenants that it shall not utilize any resumes submitted through the ITSMS or its personnel involved in the management of the ITSMS to solicit any Candidates of Supplier submitted through the ITSMS or Supplier personnel subject to the ITSMS for employment by PGA. The foregoing shall not be interpreted to limit PGA from accepting resumes of any person directly submitted to it for consideration or from hiring any personnel of Supplier or Supplier Candidates with whom it has or it develops an independent relationship.

25. Use Of Subcontractors. Supplier shall furnish to PGA for its review and approval the name of any such subcontractors, vendors and suppliers (collectively, "Subcontractors") which Supplier intends to use in connection with the work for a Member Agency. Supplier shall provide PGA for each proposed Subcontractor with contact names and evidence of insurance equal to that required by Supplier pursuant to Section 4 hereunder. PGA shall have the right to object to any such Subcontractors at any time and, in the event of such objection, Supplier shall promptly replace the Subcontractor in question. Supplier shall enter into written agreements with all Subcontractors which shall include provisions, where applicable, that parallel this Agreement and shall cause all Subcontractors to enter into the same agreement with their respective sub-suppliers, who must be approved by PGA, pursuant to which all the Subcontractors shall be bound by provisions which parallel this Agreement, including this Agreement. Supplier shall furnish to PGA for its review and approval, a copy of all executed written agreements with subcontractors. All agreements with Subcontractors shall provide that Subcontractors shall not have the benefit of any provision of this Agreement. There shall be no contractual relationship between PGA or a Member Agency and any Subcontractor with respect to the any work performed or assigned under this Agreement. Supplier shall be responsible for any of its Subcontractors and for failure of the Subcontractor to perform its obligations under the law or under contract, to the same extent as Supplier would be liable to PGA if the act or omission was committed by Supplier's own personnel. Supplier shall inspect and expedite subcontracted work and promptly report to PGA any defects in such work or the performance thereof.

Supplier shall be responsible for providing the adequate errors and omissions insurance information for all subcontractors utilized at a Member Agency.

26. General Provisions. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supercedes all prior agreements, written or oral, between the parties relating to the subject matter contained in this Agreement. Section titles used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement. Time is of the essence of this Agreement. Each Agency Requisition, Supplier Offer and Agency Acceptance, relating to any personnel assigned to a Member Agency, shall be incorporated into this Agreement and made an integral part hereof. Except as expressly provided herein, this

Agreement shall not be amended except by written agreement between PGA and Supplier. No oral waiver, amendment or modification shall be effective under any circumstances. This Agreement may be entered into in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. Facsimile signatures will be accepted as original signatures. If any term, covenant or condition of this Agreement shall for any reason be held unenforceable by a court of competent jurisdiction, the rest of this Agreement shall remain in full force and shall in no way be effected or impaired. This Agreement is deemed to be made under and shall be construed in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

In Witness Whereof, the undersigned have set forth their hands and seal as of _____, 20__.

“PGA”

PERSONNEL GROUP OF AMERICA, INC.

By: _____

Name:

Title:

“Supplier”

Print Entity Name Above (if applicable)

By: _____

Name:

Title:

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS

GENERAL INFORMATION (PLEASE TYPE)

1. **Company Name:**
2. **Type Business:** IT Staffing & _____
3. **Date of Formation:**
4. **Chartered in State of:**
5. **Company Address:**

6. **Chief Operating Officer:**
7. **Federal Employer
Identification Number**
8. **Prior Year Revenue:**..... \$
9. **Parent Company
Business Address:**

10. **Number of Full-Time Employees:** ...
11. **Number of Years providing
IT Staffing Services**
12. **Number of Years providing
Deliverable-Based Project Services**

13. **Contact Name:**
14. **Contact Title:**
15. **Contact Phone Number:**
16. **Contact Fax Number:**
17. **Contact Email Address:**

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS

SUBMIT CLIENT REFERENCE INFORMATION IN THE FOLLOWING FORMAT: (3 References, Please Type)

Reference Type: IT Staffing

**Client Name:
Client Address:**

**Contact Person:
Name:
Title:
Telephone Number:
Fax Number:
Email Address:**

**Service Dates: From: To:
Services Rendered:
(Short Version)**

Reference Type: IT Staffing

**Client Name:
Client Address:**

**Contact Person:
Name:
Title:
Telephone Number:
Fax Number:
Email Address:**

**Service Dates: From: To:
Services Rendered:
(Short Version)**

Reference Type: IT Staffing

**Client Name:
Client Address:**

**Contact Person:
Name:
Title:
Telephone Number:
Fax Number:
Email Address:**

**Service Dates: From: To:
Services Rendered:
(Short Version)**

EXHIBIT A
SUPPLIER QUALIFICATION REQUIREMENTS

SERVICE CAPABILITIES

Please respond the following questions or request for information. No more than a *half page* per question:

3. What does your company do to attract and retain quality IT personnel?

4. What is your company's capability to successfully deliver and manage IT services?

EXHIBIT A
SUPPLIER QUALIFICATION REQUIREMENTS

SERVICE CAPABILITIES

Please respond the following questions or request for information. No more than a *half page* per question:

7. Detail your company's screening and testing procedures used to evaluate and select its employees.

CONTRACTOR QUALITY

Required BACKGROUND checks to be performed on candidates Submitted to State Agencies:

- References
- Employment
- Education
- Professional License/Certifications (when indicated on candidate's resume)
- Criminal History
- Drug Screen (Only for certain State Agencies)

Candidate Authorization form (signed by the candidate authorizing the background check) must also include verbiage indicating that the State ITSMS Manager has the right to review the results.

Candidate Backgrounds must be available for periodic review by GTA and/or the ITSMS Manager. Reviews will be conducted during normal business hours and may be without notice.

EXHIBIT B-1

**SUPPLIER SERVICES
INDIVIDUAL ACKNOWLEDGEMENT**

I, _____, am an employee of _____ (hereinafter "Supplier") and have been assigned to _____ (hereinafter "Member Agency") by Supplier in order to render services under an Agreement made by and between Supplier and Member Agency. In connection with the provision of said services to Member Agency, I acknowledge and agree to the following:

1. EMPLOYMENT STATUS.

I understand this is not an employment contract and that I am an employee of Supplier and not an employee of Member Agency. Accordingly, Member Agency shall have no obligation to me with respect to any compensation (and any required withholdings thereto) due me for services I provide hereunder. In addition, I am not eligible to participate in any Member Agency-sponsored health insurance or other employee benefit plans, stock plans, 401(k) plans or any other employee benefits or programs under state or federal law.

2. CONFIDENTIALITY OF PROTECTED INFORMATION.

(a) TREATMENT At all times during and after my assignment to Member Agency, I shall hold Protected Information in strictest confidence; will not disclose Protected Information to any third party without the written consent of Member Agency's representatives authorized to grant such consent (except as required by law); shall take all reasonable steps to safeguard Protected Information; and will not use Protected Information for any purpose other than for purposes of completing my assignment for Member Agency.

(b) PROTECTED INFORMATION

For purposes of this Agreement "Protected Information" shall mean (i) information that Member Agency considers to be proprietary and/or confidential and which was previously or is hereafter disclosed or made available to me by Supplier or Member Agency, including information relating to Member Agency or its business, products or employees that becomes available to me due to my access to Member Agency's property, products, or employees, (ii) information that has been or is created, developed, conceived, reduced to practice or discovered by me (alone or jointly with others) using any Protected Information or any property or materials supplied to me personnel by Member Agency or Supplier; and (iii) information that was or is created, conceived, reduced to practice, discovered, developed by, or made known to me (alone or jointly with others) during the period of my assignment with Member Agency.

For purposes of illustration, such Protected Information shall include, without limitation: inventions, discoveries, developments, improvements, trade secrets, know-how, ideas, techniques, technology, designs, processes, formulae, data and software programs or subroutines, source or object code, algorithms (collectively, "Inventions"); plans for research and development, new products, marketing and selling; budgeting and financial information; production and sales information including prices, costs, quantities and information about suppliers and customers; information about business relationships; and information about skills and compensation of Member Agency's employees, consultants or other agency personnel. The use and disclosure restrictions in this section shall also apply to proprietary or confidential information of a third party received by Member Agency and disclosed to Supplier.

3. RESEARCH RECORDS.

If the services provided to Member Agency by me involve work that consists of or that could lead to the development for Member Agency of any products, inventions, technology, software or other proprietary material, then I shall maintain such records, research notes, data and other materials as may be necessary and in sufficient detail to reflect properly all work done and results achieved in performing services under the Supplier Agreement. All such material will automatically become Member Agency's property when produced.

4. OWNERSHIP.

(a) RETAINED RIGHTS AND ASSIGNMENT. All Protected Information and all patents, patent rights, copyrights, trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights)

anywhere in the world in connection therewith is and shall be the sole property of Member Agency. I hereby assign to the Member Agency any and all rights, title and interest I may have or acquire in such Protected Information (including any right to sue with respect to infringement thereof) during the period I render services to the Member Agency and after my assignment to Member Agency has ended. In that regard, and without limiting the foregoing:

(b) INVENTIONS.

I. DISCLOSURE. I will promptly disclose in writing to such person designated by the Member Agency all Inventions and works of authorship, whether or not patentable, made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the period that I am assigned to Member Agency. I will also disclose to the person designated by the Member Agency all Inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my assignment to Member Agency which resulted, in whole or in part, from my prior assignment to Member Agency. Such disclosures shall be received by the Member Agency in confidence (to the extent such Inventions are not assigned to the Member Agency pursuant to Section 4.2(b)) and do not extend the assignment made in Section 4.2(b).

II. ASSIGNMENT AND LICENSE. I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during the period that I am assigned to Member Agency shall be the sole property of the Member Agency to the maximum extent permitted by law. If in the course of my assignment to Member Agency, I incorporate into a Member Agency product, process or machine a prior invention owned by me or in which I have an interest, the Member Agency is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior invention as part of or in connection with such product, process or machine.

III. EXCLUSION FROM ASSIGNMENT. I have attached hereto as Exhibit C-1 a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions or improvements at the time of signing this Agreement

(c) WORKS OF AUTHORSHIP. Any works of authorship that I may create in providing services to Member Agency are "works for hire" under the United States Copyright laws and ownership in such shall automatically vest in Member Agency. To the extent such ownership does not automatically vest in Member Agency, I hereby irrevocably assign all right, title and interest in and to such works to Member Agency as set forth above. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Member Agency that would violate such Moral Rights in the absence of such consent.

(d) COOPERATION. I agree to perform, during and after my assignment, all acts deemed necessary or desirable by the Member Agency to permit and assist it, at the Member Agency's expense, in further evidencing and perfecting the assignments made to the Member Agency under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Member Agency and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section 4, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me.

5. CONFLICTS. I am not bound by, and will not enter into, any oral or written agreement with another party that conflicts in any way with my obligations to Member Agency under the Supplier Agreement or any agreement made or to be made in connection herewith that involves the provision of my services to Member Agency. In furtherance thereof I affirm that I am not obtaining any compensation for services provided to Member Agency other than those contemplated by the request for services by the Member Agency pursuant to which I am providing services on behalf of the Supplier. I will not offer any gifts, lunches or other items of value to any employee of any Member Agency.

6. ADHERENCE TO CERTAIN MEMBER AGENCY POLICIES. In addition to the restrictions set forth herein, I will adhere to Member Agency general policies and rules applicable to Member Agency's regular employees, including, without limitation, those pertaining to drug testing and criminal background checks.

7. EMPLOYMENT STATUS. I represent and warrant that I have not been employed by any Member Agency or any other subdivision of the State of Georgia during the immediately preceding six months except as indicated below:

8. NON-SOLICITATION OF OTHERS. I covenant and agree that for so long as I provide services to a Member Agency (and for a period of six months thereafter) I will not solicit or entice any person employed by such Member Agency or any consultant providing services to (or for) such Member Agency to quit such employment or engagement.

IN WITNESS WHEREOF, the undersigned have set forth their hands and seals as of the dates set forth below.

Member Agency:

Supplier Employee:

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____

EXHIBIT B-2

**SUPPLIER SERVICES
INDIVIDUAL ACKNOWLEDGEMENT**

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my assignment to Member Agency that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my assignment to Member Agency that I desire to remove from the operation of the Member Agency's Contract Personnel Services Individual Acknowledgement:

- ___ No Inventions or improvements.
___ See below: Any and all Inventions regarding:
___ Additional sheets attached.

2. I propose to bring to my assignment the following materials and documents:

- ___ No materials or documents
___ See below:

Assigned Personnel Signature

Date