

7. **Time Is Of The Essence:** Time is of the essence with respect to the obligations of the Grantee under this Agreement.
8. **Independent Parties.** Neither Grantee nor any of its agents, servants, employees or subcontractors shall become or be deemed to become agents, servants, employees or subcontractors of the State of Georgia, and in particular the Department, except that every Grantee and all of its agents, servants, employees and subcontractors shall be deemed, for the limited purpose of criminal record check compliance, a Department "employee" subject to the fingerprint records check requirements under O.C.G.A. § 20-1A, Article 2. Neither party shall have the authority to bind the other party in any respect and each shall remain an independent party. Grantee has the responsibility for advising clients served under the terms of this Agreement about the independent status of the Grantee and the Department.
9. **Licenses, Permits and Other Authorizations.** Grantee shall secure, prior to the Effective Date of this Agreement and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of employment , agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
10. **Subcontract; Assignment.** Grantee shall not subcontract for the performance of this Agreement nor permit anyone other than Grantee's personnel to provide any of the services required under this Agreement and shall not assign any of its rights or obligations hereunder without the prior written consent of the Department, which may be reasonably withheld.
11. **Cooperation.** Grantee, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against the Department or Grantee relating to the Services to be performed under this Agreement, and each Party shall give the other prompt notice of any claim, demand, suit or proceeding.
12. **Termination.**
 - A. **FOR DEFAULT OR CAUSE:** This Agreement may be terminated for cause, in whole or in part, at any time by the Department for failure of Grantee to perform any of the terms of this Agreement. If the Department determines a breach has occurred, including but not limited to, the delivery of non-conforming services or deliverables, the Department, in its sole discretion may send a Notice to Cure to Grantee. If Grantee does not cure the breach within the period specified in the Notice to Cure, the Agreement will be terminated. The Grantee shall be paid for all services rendered in furtherance of this Agreement prior to termination, less all sums received from the Department for non-conforming services and deliverables.