



PERSONAL, PROFESSIONAL, AND CONSULTANT SERVICES

(GRANT FUNDED)

This Contract is dated [Click here to enter a date.](#), by and between **TENNESSEE TECHNOLOGICAL UNIVERSITY**, hereinafter referred to as "Tennessee Tech," and [Click here to enter text.](#), hereinafter referred to as "Contractor." Tennessee Tech and Contractor are collectively referred to as the "Parties." Contractor's address is [Click here to enter text.](#)

The Parties agree as follows:

**A. SCOPE.** Contractor agrees to perform the following services: [Click here to enter text.](#)

**B. COMPENSATION.** Tennessee Tech agrees to compensate Contractor as follows:

1. [Click here to enter text.](#)
2. Payments to Contractor shall be made as agreed, and upon submittal of invoices and performance of the services which the invoiced amount represents. Invoices may be emailed to [apinvoice@tntech.edu](mailto:apinvoice@tntech.edu) or mailed to Tennessee Tech Business Office, Campus Box 5037, Cookeville, TN 38505. The final payment shall be made only after Contractor has completely performed its duties under this Contract.
3. If Contractor is a non-resident alien, payment will not be made until verification of tax status and determination of appropriate withholding, if any.
4. In no event shall Tennessee Tech's liability for services rendered under this Contract exceed \$ [Click here to enter text.](#)

**C. TERM AND TERMINATION.**

1. The term of this Contract shall be from date of final execution through [Click here to enter a date.](#) Thereafter this Contract [Choose an item.](#) be renewed for additional term(s), not to exceed a total Contract term of sixty (60) months.
2. This Contract may be terminated by either party by giving written notice to the other at least [Click here to enter text.](#) days before the effective date of termination. In that event, Contractor shall be entitled to receive just and equitable compensation from any satisfactory authorized services completed as of the termination date.

In witness whereof, the Parties have by their duly authorized representatives set their signatures.

**CONTRACTOR:**

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

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

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

Name (Printed): \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## TERMS AND CONDITIONS

1. Tennessee Tech is not bound by this contract until it is executed by Tennessee Tech's authorized official. If applicable, the person signing on behalf of the Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in this Contract. The Parties agree that this Contract may be executed in counterparts, executed electronically, and transmitted electronically.
2. Boiler plate agreements such as click-wrap, browse-wrap or shrink-wrap agreements are not binding on Tennessee Tech. Pursuant to T.C.A. § 9-8-307(a)(1)(L), no contract is binding on Tennessee Tech unless it is a written contract executed by one (1) or more state officers or employees with authority to execute the contract.
3. Contractor certifies its compliance with applicable Federal and State laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:
  - a. Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;
  - b. Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
  - c. Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.
4. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
5. Contractor agrees to complete an annual Title VI Survey or cooperate with a Title VI compliance audit if it receives federal funds under this Contract.
6. Contractor is an independent contractor and is not an agent of the State whatsoever.
7. Contractor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all applicable taxes incident to this Contract. Tennessee Tech reserves the right to establish appropriate insurance requirements as it sees fit.
8. Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, causes of action, and attorney fees which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Contractor, its employees, or any person acting for or on its behalf.
9. If Contractor fails to timely or properly perform its obligations, or violates any term of this Contract, Tennessee Tech may immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Contractor is liable to Tennessee Tech for damages sustained by virtue of Contractor's breach and agrees to pay Tennessee Tech's attorney fees to enforce the Contract terms. Tennessee Tech may, in its sole discretion, allow Contractor a period to cure a breach within a time specified by Tennessee Tech and on terms solely determined by Tennessee Tech.
10. If applicable to this Contract, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
11. If applicable to this Contract, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
12. If applicable to this Contract, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) and its associated regulations.
13. If applicable to this Contract, Contractor must comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), and any implementing regulations issued by the federal awarding agency.
14. If applicable to this Contract, Contractor and any of its subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor further agrees to report any violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
15. The Contractor certifies that Contractor is not on the list of excluded parties in the System for Award Management, in accordance with OMB Guidelines 2 CFR 180.
16. If applicable to this Contract, Contractor attests that it has filed the required certification(s) and disclosure(s) as required under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
17. This Contract may be amended only by written amendment signed by the Parties' authorized officials.
18. Contractor shall not assign or subcontract any portion of this Contract without Tennessee Tech's prior written consent.
19. Should an event, including but not limited to, war, act of God, riot, or natural disaster, beyond a party's reasonable control occur, that party will be excused from performing its obligations under the contract, provided the following provisions are met: (1) The affected party

must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under the Contract. In addition, Tennessee Tech may, in its sole discretion, cancel the contract due to reasons including, but not limited to, health concerns, pandemic, or other similar condition.

20. This Contract is subject to the appropriation and availability of state and/or federal funds. Pursuant to T.C.A. § 12-3-305(c)(2), Tennessee Tech may, upon written notice to Contractor, terminate this Contract at the end of any fiscal year in the event that funds are not appropriated or are otherwise unavailable for the Contract's continuance.
21. Pursuant to T.C.A. § 12-3-309(b), Contractor attests that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Contract.
22. Contractor shall submit periodic progress reports to Tennessee Tech if requested.
23. Audit. The State of Tennessee ("State") and Tennessee Tech shall be entitled to monitor this Contract to the extent allowed by Tennessee Code Annotated (T.C.A.) § 12-3-602, and Contractor shall maintain books and records related to this Contract for five (5) years from the date of final payment. In addition, the Contractor agrees to comply with any federal audit requirements applicable to this Contract.
24. Audit.
  - a. Grant not involving federal money: Contractor shall cause to be performed, in accordance with auditing standards prescribed by the Comptroller of the Treasury of the State of Tennessee, an audit of all its program(s) funded by this Contract; provided, however, that any contract for such audit shall be subject to prior approval of the Comptroller of the Treasury of the State of Tennessee, and must be submitted on the standard contract to audits accounts published by the Comptroller of the Treasury. The audit may include and be combined with an audit of other programs of Contractor, and the existence of more than one contract between Contractor and any agency of the State of Tennessee shall not necessitate more than one contract between Contractor and any agency of the State of Tennessee shall not necessitate more than one (1) audit of Contractor's programs to be performed every two (2) years.
  - b. Grant involving federal money:
    - i. Within thirty (30) days following Tennessee Tech's written request, Contractor shall make available for inspection and/or audit any and all records related to its performance under this Contract, which shall include any exceptions noted on the audit. Said records are subject to inspection and audit by representatives of Tennessee Tech and the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representatives during reasonable business hours throughout the term of this Contract and for the three (3) years immediately following Tennessee Tech's final payment to Contractor under this Contract. In the event an audit is initiated by Tennessee Tech during the three (3) years following Tennessee Tech's final payment, Contractor agrees to retain any and all records associated with this Contract until such time as any disputes arising therefrom are resolved. All audit disallowances under this Contract shall be the responsibility of Contractor.
    - ii. Contractor acknowledges that it is aware of and agrees to comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200. Contractor agrees to provide Tennessee Tech with audit information attesting to the fact that Contractor's records covering the period of this Contract have been audited in accordance with 2 CFR 200 Subpart F.
    - iii. Contractor further agrees to notify Tennessee Tech in writing if at any time during the period of this Contract it is no longer in compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200, or if there are audit findings that relate specifically to this Contract. In cases of such non-compliance or audit findings, Contractor will promptly provide Tennessee Tech with its written plan for corrective action. Audit reports and notifications should be sent to:

Tennessee Tech University  
Office of Research  
P. O. Box 5164  
Cookeville, TN 38505
25. If the terms of this Contract allow reimbursement for the cost of procuring goods, materials, supplies, equipment or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures), when practicable.
26. Reimbursement for the cost of procuring goods, materials or services shall be subject to Contractor's compliance with applicable federal procurement requirements, if funds for such reimbursement are derived wholly or partially from federal sources.
27. This Contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. Contractor shall comply with all applicable federal, state and local laws and regulations and applicable Tennessee Tech policies and procedures.
28. The State of Tennessee is self-funded and does not carry or maintain commercial general liability insurance or medical, professional or hospital insurance. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve complaints related to this Contract.
29. Compensation to Contractor, if any, for travel, meals or lodging shall be in the amount of actual cost to Contractor, subject to maximum amounts and limitations specified in Tennessee Tech travel policies.
30. Contractor agrees, as applicable, to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the NCAA website and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at [AMiller@tnitech.edu](mailto:AMiller@tnitech.edu).
31. Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of

Tennessee.

32. Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.
33. Tennessee Tech collects the information Contractor provides to it for the purpose fulfilling its obligations under this Contract. Tennessee Tech will share the information Contractor provides only to the extent required by law. Tennessee Tech will store Contractor's personal data consistent with its policies on document retention, which can be accessed through this link: <https://www.tntech.edu/policies/>. If Contractor is a resident of the European Economic Area ("EEA") and has standing under the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, Contractor may have the right (i) to request from Tennessee Tech access to and rectification or erasure of personal data or restriction of processing; (ii) to object to processing; (iii) to data portability and (iv) to lodge a complaint with a supervisory authority in the EEA. By providing personal data to Tennessee Tech, Contractor consents to the processing of your data for the purposes described above.
34. Contractor agrees that, if applicable to this Contract, Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of Contractor's performance under this Contract. Contractor and Tennessee Tech acknowledge and agree that Contractor's work under this Contract shall belong to Tennessee Tech as "work made for hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to Tennessee Tech all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of Contractor's performance under this Contract.
35. All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of Tennessee Tech will comply with all applicable Tennessee Tech policies, federal and state law and regulations including, but not limited to, the accessibility guidelines set forth in Web Content Accessibility Guidelines 2.0 A & AA, EPub3 Accessibility guidelines, Section 508 and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended.  
Further:
  - a. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.
  - b. Contractor warrants that any IMT purchased by, developed, upgraded or renewed for Tennessee Tech will comply with the aforementioned accessibility guidelines and Contractor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document.
  - c. Contractor will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold Tennessee Tech harmless in the event of claims arising from inaccessibility of the Contractor's product(s) or service(s).
36. If applicable to this Contract, [Tennessee Tech's Data Privacy and Security Terms and Conditions](#) and/or [GDPR Data Protection Addendum](#) shall by reference be included as an integral part of this Contract.
37. Either party's failure to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
38. If any provision of this Contract is held invalid, the surviving provisions will remain enforceable.
39. This Contract sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Contract supersedes any and all prior contracts, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Contract.
40. Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. §12-4-119. This provision does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000).

