|  |  |
| --- | --- |
| C:\Users\evaughn\Pictures\TECH_Logo_Main_Black_RGB.jpg | **PERSONAL, PROFESSIONAL, CONSULTANT SERVICES CONTRACT** **(NON-GRANT FUNDED)** |

**THIS CONTRACT** dated Click here to enter a date., is made by and between **TENNESSEE TECHNOLOGICAL UNIVERSITY**, hereinafter referred to as "Tennessee Tech," and Click here to enter text., hereinafter referred to as "Contractor." Contractor’s address is Click here to enter text..

The contract consists of this cover page and Tennessee Tech’s Terms and Conditions contained in this document.

Contractor agrees to provide the following: Click here to enter text.

The term of the contract is from the date of final signature through Click here to enter text.. Tennessee Tech is not responsible for payment for services rendered outside of the term of the Contract.

Tennessee Tech will compensate Contractor as follows: Click here to enter text.

Tennessee Tech will pay Contractor for services rendered upon receipt of invoice(s) to the Tennessee Tech Business Office, PO Box 5037, Cookeville, TN 38505 or emailed to apinvoice@tntech.edu. Tennessee Tech will make final payment only upon completion of services.

Compensation for travel, if any, shall be for the actual amount or per diem rates and shall be expressly subject to the limits and provisions of TTU Policy 506, General and Group Travel.

Tennessee Tech’s maximum liability for services rendered under the contract shall not exceed $Click here to enter text..

Tennessee Tech may cancel the contract with Click here to enter text. days’ written notice.

Contract notices shall be sent to:

|  |  |
| --- | --- |
| For Tennessee Tech:Name: Click here to enter text.Email: Click here to enter text. | For Contractor:Name: Click here to enter text.Email: Click here to enter text. |

In witness of their acceptance of the contract, including the Terms and Conditions, the duly authorized representative(s) of each party has executed the contract.

|  |  |
| --- | --- |
| **CONTRACTOR:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **TENNESSEE TECHNOLOGICAL UNIVERSITY:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Claire StinsonTitle: Vice President for Planning & FinanceDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**TERMS AND CONDITIONS**

**The parties agree that:**

1. Tennessee Tech is not bound by the contract until it is executed by its authorized official(s). If applicable, the Contractor represents s/he is authorized to enter into the contract on behalf of the entity named in the contract. The parties agree that the contract may be executed in counterparts, executed electronically, and transmitted electronically.
2. The contract may be amended only through a written amendment signed by the parties’ authorized officials.
3. If Contractor fails to timely or properly perform its obligations, or violates any term of the contract, Tennessee Tech may immediately terminate the 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.
4. Contractor shall not assign or subcontract any portion of the contract without Tennessee Tech’s prior written consent.
5. The Contractor agrees that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee (“State”) as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to the contract, and that no employee or official of the State holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by Tennessee Tech or any other agency or institution of the State; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of the Contract.
6. 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 the contract. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
7. Tennessee Tech and/or the State is entitled to audit the books and records of the Contractor or any subcontractor other than a firm fixed price contract, to the extent that any such books and records relate to contract performance. Such books and records shall be maintained by the contractor and subcontractor for a period of three (3) years from the date of final payment.
8. Either party’s failure to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of the contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
9. If any provision of the contract is held invalid, the surviving provisions will remain enforceable.
10. The Contractor is an independent contractor and is not an agent of the State whatsoever.
11. Contractor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all applicable taxes incident to the contract. Tennessee Tech reserves the right to establish appropriate insurance requirements as it sees fit.
12. Should an event (e.g., war, act of God, riot, natural disaster, etc.) 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 reasonable necessary and use reasonable efforts to limit damage to the other party and to resume its performance under the Contract.
13. The 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. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to the contract.
14. The contract is subject to the appropriation and availability of state or federal funds. In the event that the funds are not appropriated or are otherwise unavailable the State reserves the right to terminate the contract upon written notice to the Contractor.
15. 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.
16. Contractor attests by its signature that it will not knowingly utilize the services of illegal immigrants nor the services of any subcontractor who will utilize the services of illegal immigrants.
17. In compliance with the requirements of T.C.A. § 12-3-306, the Contractor attests 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. This is a material contract requirement and Tennessee Tech may require proof of registration or exemption.
18. Contractor agrees, as applicable, to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the [NCAA website](http://www.ncaa.org/) 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@tntech.edu](file:///E%3A%5CPolicies%5CTTU%20Template%20Agreements%5CAMiller%40tntech.edu). This obligation is a material term of the Contract.
19. Pursuant to T.C.A. § 12-2-101 et. seq. addressing contracting with persons with investment activities in Iran, Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to TCA § 12-12-101. This is a material contract requirement.
20. It is understood by the Contractor that the University 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 the Contractor’s performance under the contract. The Contractor and the University acknowledge and agree that the Contractor’s work under the contract shall belong to the University 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 the University 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 the Contractor’s performance under the contract.