|  |  |
| --- | --- |
| C:\Users\evaughn\Pictures\TECH_Logo_Main_Black_RGB.jpg | **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 according to the schedule set out above, provided that payments shall be made only upon submittal of invoices and performance of the services which the invoiced amount represents. The final payment shall be made only after Contractor has completely performed its duties under the contract.

1. 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 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 the 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 work completed as of the termination date.

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

|  |  |
| --- | --- |
| **CONTRACTOR:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **TENNESSEE TECHNOLOGICAL UNIVERSITY:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

TERMS AND CONDITIONS

1. 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 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 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 of Tennessee, 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 this contract.
2. 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, notice of nondiscrimination.
3. 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.
4. Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereto, and otherwise protect and hold harmless Tennessee Tech from any and all liability not specifically provided for in the contract..
5. If Contractor fails to fulfill in timely and proper manner Contractor's obligations under this contract, or if Contractor shall violate any of the terms of this contract, Tennessee Tech shall have the right to immediately terminate this contract and withhold payments in excess of fair compensation for work completed. Notwithstanding the foregoing, Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this contract by Contractor.
6. This contract may be modified only by written amendment executed by the Parties.
7. The State shall be entitled to audit the books and records of a contractor or any subcontractor under any contract or subcontract other than a firm fixed-price contract, to the extent that any such books and records relate to the performance of the contract or subcontract. The Contractor and/or subcontractor shall maintain such books and records for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Comptroller of the Treasury.
8. Contractor shall not assign this contract or enter into subcontracts for any of the work described herein without obtaining Tennessee Tech’s prior written approval.
9. 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 this 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.
10. This 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, Tennessee Tech reserves the right to terminate this contract upon written notice to the Contractor.
11. Contractor attests by its signature below that it shall not utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this contract.
12. Contractor shall submit periodic progress reports to Tennessee Tech if requested.
13. Tennessee Tech is not bound by this contact until it is executed by Tennessee Tech’s authorized official. If applicable, Contractor represents s/he is authorized to enter into this contract on behalf of the entity named in the contract. The parties agree that the contract may be executed in counterparts and transmitted electronically.
14. Audit.
	1. 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.
	2. Grant involving federal money:
		1. 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.
		2. 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.
		3. 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

1. 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.
2. 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.
3. If Contractor will have access to Tennessee Tech's customers' non-public financial information (e.g., personal information that is maintained by Tennessee Tech to provide a financial product or service, such as a student loan) the following Gramm Leach Bliley Act (GLBA) clause shall apply to this contract:
	1. Throughout the term of this contract, Contractor shall implement and maintain 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the FTC Safeguard Rule, delivered to Contractor by Tennessee Tech pursuant to this contract. Contractor shall implement an Information Security Program ('the Program') as required by the FTC Safeguard Rule. Contractor shall promptly notify Tennessee Tech, in writing, of each instance of (i) unauthorized access to or use of that nonpublic financial customer information that could result in substantial harm or inconvenience to a customer of Tennessee Tech or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that nonpublic financial customer information.
	2. Contractor shall forever defend and hold Tennessee Tech harmless from all claims, liabilities, damages, or judgments involving a third party, including Tennessee Tech's costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this provision. Contractor shall further agree to reimburse Tennessee Tech for its direct damages (e.g., costs to reconstruct lost or altered information) resulting from any security breach, loss, or alteration of nonpublic financial customer information caused by Contractor or its subcontractors or agents.
	3. Contractor grants Tennessee Tech the right to conduct on-site audits, as deemed necessary by Tennessee Tech, of Contractor's Program to ensure the integrity of Contractor's safeguarding of Tennessee Tech's customers' nonpublic financial information.
	4. Tennessee Tech retains the right to unilaterally terminate the contract, without prior notice, if Contractor has allowed a material breach of its Program in violation of its obligations under the GLBA, if Contractor has lost or materially altered nonpublic financial customer information, or if Tennessee Tech reasonably determines that Contractor's Program is inadequate.
	5. Within thirty (30) days of the termination or expiration of this contract, Contractor shall, at the election of Tennessee Tech, either: (1) return to Tennessee Tech or (2) destroy (and shall cause each of its agents to destroy) all records, electronic or otherwise, in its or its agent's possession that contain such nonpublic financial customer information and shall deliver to Tennessee Tech a written certification of the destruction."
4. This contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. The Contractor shall comply with all applicable federal, state and local laws and regulations and applicable University policies and procedures. Contractor agrees that the Tennessee Claims Commission has exclusive jurisdiction to resolve disputes related to the contract.
5. 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.
6. 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@tntech.edu. This obligation is a material term of the Contract.
7. The requirements of TCA § 12-12-101 et. seq. addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. Contractor agrees, under penalty of perjury, that to the best of its knowledge that it is not on the list created pursuant to TCA § 12-12-106.
8. Contractor shall be registered with or shall have received an exemption from the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
9. In compliance with the requirements of T.C.A. § 12-3-306, the Contractor attests that the Contractor has registered with or received an exemption from the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This is a material requirement of the contract.
10. It is understood by the Contractor that 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 the Contractor’s performance under this Contract. The Contractor and Tennessee Tech acknowledge and agree that the 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,” the 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 the Contractor’s performance under this Contract.
11. If any provision of this contract is held invalid, the surviving provisions will remain enforceable.