



**AGREEMENT BETWEEN  
TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION  
AND \_\_\_\_\_**

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**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION**, hereinafter referred to as "Foundation," and \_\_\_\_\_ hereinafter referred to as "Contractor."

**Contractor Information:**

Address:

City, State, Zip:

Federal ID Number (if company):

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**WITNESSETH:**

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

B. The Foundation agrees to compensate the Contractor as follows:

1.

2.

3. Payments to the Contractor shall be made according to this schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

If the Contractor is a non-resident alien, payment of any portion of the contract from any source will not be made by the Foundation until an Individual Taxpayer Identification Number or Social Security Number has been assigned to the Contractor by the Internal Revenue Service and Immigration Naturalization Service and presented to the Foundation.

4. In no event shall the liability of the Foundation under this Agreement exceed \$ \_\_\_\_\_.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. If the Contractor is an individual, the Contractor warrants that within the past six (6) months, he/she has not been and during the term of the Agreement will not become an employee of the State of Tennessee.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order, 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed color sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of the Foundation, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereto, and otherwise protect and hold harmless the Foundation from any and all liability not specifically provided for in this Agreement.
4. The term of this contract shall be from \_\_\_\_\_ to \_\_\_\_\_.
5. This Agreement may be terminated by either party by giving written notice to the other at least \_\_\_\_\_ days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation from any satisfactory authorized work completed as of the termination date.
6. If the Contractor fails to fulfill in timely and proper manner the Contractor's obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Foundation shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Foundation for damages sustained by virtue of any breach of this Agreement by the Contractor.

7. This Agreement may be modified only by written amendment executed by all parties hereto.

8. The Contractor shall maintain documentation for all charges against the Foundation under this Agreement. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Foundation or their duly appointed representatives.
9. The Contractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the Foundation.
10. Contractor shall submit periodic progress reports to the Foundation if requested by the Foundation.
11. This Agreement shall not be binding upon the parties until it is reviewed and approved by the parties as noted on the signature page.

12. If Contractor will have access to the Foundation's customers' non-public financial information (e.g., personal information that is maintained by the University to provide a financial product or service) the following Gramm Leach Bliley Act (GLBA) clause shall apply to this agreement: "Throughout the term of this Agreement, 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 University pursuant to this Agreement. The Contractor shall implement an Information Security Program ('the Program') as required by the FTC Safeguard Rule. Contractor shall promptly notify the University, 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 the University or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that nonpublic financial customer information.

Contractor shall forever defend and hold the Foundation harmless from all claims, liabilities, damages, or judgments involving a third party, including Foundation'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 the Foundation 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 the Contractor or its subcontractors or agents.

Contractor grants the Foundation the right to conduct on-site audits, as deemed necessary by the Foundation, of the Contractor's Program to ensure the integrity of the Contractor's safeguarding of the Foundation's customers' nonpublic financial information.

The Foundation retains the right to unilaterally terminate the Agreement, 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 the Foundation reasonably determines that Contractor's Program is inadequate.

Within thirty (30) days of the termination or expiration of this Agreement, Contractor shall, at the election of the Foundation, either: (1) return to the Foundation 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 the Foundation a written certification of the destruction."

13. The Contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Contract.
14. Compensation to the Contractor, if any, for travel, meals or lodging shall be in the amount of actual cost to the Contractor, subject to maximum amounts and limitations specified in the Tennessee Board of Regents policies, as they may be from time to time amended.
15. If applicable to this Contract, Contractor agrees to comply with relevant National Collegiate Athletic Association ("NCAA") legislation, interpretations and policies, located on the NCAA website at <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 that it will immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to the Tennessee Tech University Department of Intercollegiate Athletics. Contractor also acknowledges that this obligation is a material term of this Contract.
16. Contractor is to be compensated from TTUF Banner Fund # \_\_\_\_\_

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

Reviewed and Approved by:

**CONTRACTOR:**

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

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

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

Reviewed by:

**TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION:**

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

Title: Treasurer

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

Approved by:

**TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION:**

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

Title: Executive Director

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