



THIS CONTRACT dated _____ is made by and between **TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION**, hereinafter referred to as "Foundation," and _____ hereinafter referred to as "Contractor." Contractor's address is _____.

The contract consists of this page and the attached Terms and Conditions.

Contractor agrees to provide the following:

The term of the contract is from the date of final signature through _____ .The Foundation is not responsible for payment for services rendered outside of the term of the Contract.

The Foundation will compensate Contractor as follows:

Contract payment(s) to be made using TTUF Banner Index # _____ .

The Foundation will pay Contractor for services rendered upon receipt of invoice(s). The Foundation will make final payment only upon completion of services. Payment will not be made until the Contractor has provided appropriate federal tax documentation to the Foundation, and may be subject to federal withholding.

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 Tennessee Tech University Policy 506, General and Group Travel.

The Foundation's maximum liability for services rendered and/or goods received under the contract shall not exceed \$ _____ .

The Foundation may cancel the contract with _____ days' written notice.

In witness of their acceptance of the contract and initialing all pages, including the attached Terms and Conditions listed as page 2, the duly authorized representative(s) of each party has executed the contract.

CONTRACTOR:

TENNESSEE TECHNOLOGICAL UNIVERSITY FOUNDATION:

By: _____

By: _____

Name (Printed):

Claire Stinson, Treasurer

Date

Title:

By: _____

Kevin Braswell, Executive Director

Date

Date: _____

TERMS AND CONDITIONS

The parties agree that:

1. The Foundation is not bound by the contract until it is executed by its authorized official(s). If applicable, the person signing the contract on behalf of the Contractor, _____ represents s/he is authorized to enter into the contract on behalf of the Contractor. 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, the Foundation may immediately terminate the contract and withhold payments in excess of fair compensation for completed services. Contractor is liable to the Foundation for damages sustained by virtue of Contractor's breach and agrees to pay the Foundation's attorney fees to enforce the contract terms.
4. Contractor shall not assign or subcontract any portion of the contract without the Foundation'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 any 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.
7. The Foundation and/or the State of Tennessee 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 Foundation 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.
12. 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, the Foundation may, in its sole discretion, cancel the contract due to reasons including, but not limited to, strike, act of God, flood, lightning, earthquake, war, riot, insurrection, action or decree of governmental body, health concerns, pandemic, or other similar condition or other causes beyond the reasonable control of the affected party or by mutual consent of the participating institutions.
13. The parties shall comply with all applicable federal, state and local laws and regulations, including, but not limited to those related to data privacy and security, non-discrimination, and accessibility. The contract shall be governed by the laws of the State of Tennessee, without regard to its choice of law principles.
14. Contractor agrees to indemnify and hold harmless the Foundation 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.
15. Contractor agrees that, if applicable to this Contract, the Foundation 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 Foundation acknowledge and agree that the Contractor's work under the contract shall belong to the Foundation 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 Foundation 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.

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