

#  **PERSONAL, PROFESSIONAL, CONSULTANT SERVICE 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." Tennessee Tech and Contractor are collectively referred to as the “Parties.” 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 this 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 this Contract shall not exceed $Click here to enter text..

Tennessee Tech may cancel this 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.

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

**TERMS AND CONDITIONS**

**The Parties agree that:**

1. Tennessee Tech is not bound by this Contract until it is executed by its authorized official(s). The person signing on behalf of Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in the Contract. The Parties agree that this Contract may be executed in counterparts, executed electronically, and transmitted electronically.
2. This Contract may be amended only through a written amendment signed by the Parties’ authorized officials.
3. 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.
4. 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.
5. Contractor shall not assign or subcontract any portion of this Contract without Tennessee Tech’s prior written consent.
6. 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:
	1. 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;
	2. 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.
	3. 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.
7. 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. Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
8. The State of Tennessee and Tennessee Tech shall be entitled to monitor this Contract to the extent allowed by 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.
9. 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.
10. If any provision of this Contract is held invalid, the surviving provisions will remain enforceable.
11. Contractor is an independent contractor and is not an agent of the State whatsoever.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 the 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.
17. 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 the Contractor, its employees, or any person acting for or on its behalf.
18. 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.
19. Contractor certifies that 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.
20. 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).
21. 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.
22. 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 the Contractor’s performance under the contract. The Parties 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.
23. Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses listed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

1. 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 its data for the purposes described above.
2. 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 laws and regulations including, but not limited to, the accessibility guidelines set forth in Web Content Accessibility Guidelines 2.1 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 Contractor’s product(s) or service(s).

1. If applicable to this Contract, Tennessee Tech’s [Data Privacy and Security Terms and Conditions](https://www.tntech.edu/purchasing/pdf/forms/Data_Privacy_and_Security_Terms_and_Conditions_6-25-24.pdf) and/or [GDPR Data Protection Addendum](https://www.tntech.edu/purchasing/pdf/GDPR_Data_Protection_Addendum_7-13-18.pdf) shall by reference be included as an integral part of this Contract.
2. 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).