

SAMPLE AGREEMENT (Up to \$5,000.00)
(INSTITUTION)
CONTRACT for WORKSHOP/SEMINAR

This Contract documents the agreement between _____ (hereinafter Institution) and _____ (hereinafter Contractor).

This Contract consists of this cover page, the Institution's Standard Terms and Conditions (below or on reverse), and _____ additional attached pages.

Scope of Services. Contractor agrees to provide the following services:

- a) Conduct a workshop or seminar on the following date(s) and time(s): _____
- b) the workshop/seminar shall be on the following subject: _____

The period of performance under this Contract is from _____ through _____. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The Institution will compensate the Contractor \$ _____ **OR** \$ _____ per _____ day _____ week after services have been performed. If the contractor is a non-resident alien, payment will not be made until an Individual Taxpayer Identification Number has been assigned to the Contractor by the Internal Revenue Service and presented to the Institution.

The Institution _____ will _____ will not compensate the Contractor for documented travel expenses. If this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with Institution travel policies.

Other payment terms:

The Institution's maximum liability under this Contract shall not exceed \$ _____.

This Agreement shall not be effective until the Contractor has completed a Minority/Ethnicity Form.

Other terms (N/A if none): _____

In witness of their acceptance of the terms set forth herein, the duly authorized representatives of the parties have executed this Contract this _____ day of _____, 20____.

(CONTRACTOR):

(INSTITUTION):

Print Name

Print Name

Signature

Date

Signature, Title

Date

Address:

Telephone _____

Email: _____

SSN or Fed Tax ID No.

STANDARD TERMS AND CONDITIONS

1. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior, written approval of the Institution.
2. The Institution may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory, authorized work completed as of the termination date.
3. If the Contractor fails to perform properly its obligations under this Contract or violates the terms of this Contract, the Institution shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the Institution for damages sustained by breach of this Contract by the Contractor.
4. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The Institution shall have no liability except as specifically provided in this Contract. Any claims made against the Institution under this agreement will be brought pursuant to the Tennessee Claims Commission Act.
5. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract including, without limitation, any applicable laws relating to equal opportunity hiring and non-discriminatory performance of this agreement. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract.
6. The Contractor warrants 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 this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the Institution 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.
7. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles and, if applicable, and if this Contract is made pursuant to a grant, additional requirements will be attached and incorporated by this reference as if fully stated herein.
8. This Contract shall be governed by the laws of the State of Tennessee without regard to that State's conflict of interest provisions. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
9. **ILLEGAL IMMIGRANTS** - By signing this Agreement, the Contractor is attesting that the Contractor will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the services to be provided under this Contract. If the Contractor is discovered to have breached this attestation, the Contractor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach.