

**Agreement  
between  
Volunteer State Community College  
And**

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Volunteer State Community College, hereinafter referred to as the "institution," and \_\_\_\_\_, hereinafter referred to as the "Contractor".

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 provide the following services:**

- 1.
- 2.

**B. The Institution agrees to provide the Contractor the following:**

- 1.
- 2.
3. **The institution agrees to compensate the Contractor \$\_\_\_\_\_.**  
**In no event shall the liability of the College under this contract 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, sub-contractor, 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 months he has not been and during the term of this contract 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, 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, when

applicable, applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, 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. This Agreement shall not be binding until the Contractor has returned a completed minority/ethnicity report to the Institution.
4. The contractor, being an independent contractor and not an employee of the institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the institution harmless from any and all liability not specifically provided for in this agreement. Except for the contractual obligations set forth herein, the institution accepts no responsibility for the supervision, direction, or control of the services of the contractor and the contractor agrees to assume all liabilities normally pertaining thereto.

This contract is governed by the laws of the State of Tennessee, which provide that the institution has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.

The contractor shall comply with all applicable Federal and State laws and regulations in the performance of this contract.

5. The term of this contract shall be from \_\_\_\_\_ to \_\_\_\_\_.
6. This agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. In the event, the contractor shall be entitled to receive just and equitable compensation for any authorized work completed as of the termination date.
7. If the contractor fails to fulfill in a timely and proper manner its obligations under this agreement, the institution 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 institution for damages sustained by virtue of any breach of this agreement by the contractor.

8. This agreement may be modified only by written amendment executed and approved by appropriate parties as indicated on the signature page of this agreement.
9. The contractor shall maintain documentation for all charges against the institution under this agreement. The books, records, and documents of the contractor, insofar as they related to work performed or money received under this agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the institution or the Comptroller of the Treasury, or their duly appointed representatives.

10. The Contractor shall not assign this agreement or enter into sub-contracts for any Of the work described herein without obtaining the prior written approval of the Institution or Board of Regents, as appropriate. Approval shall not be given if the Proposed subcontractor was or is currently ineligible to bid on the contract.
11. The institution reserves the right to cause this contract to be void if not properly signed and returned to the institution within ten days after its dispatch.
12. This agreement shall not be binding upon the parties until it is approved by the president of the institution or his designee, or the Tennessee Board of Regents as appropriate.

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

\_\_\_\_\_  
Name of Contractor

Address \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**VOLUNTEER STATE COMMUNITY COLLEGE**

\_\_\_\_\_  
Beth Cooksey Date

\_\_\_\_\_  
Vice President for Business and Finance

For payment and federal tax reporting purposes please complete the following information:

Check Payable to: \_\_\_\_\_

Address :  
\_\_\_\_\_  
\_\_\_\_\_

Federal ID #: \_\_\_\_\_

Check Type of Organization:

Individual

Not for Profit

Corporation

Government

Partnership

**THE ATTACHED OWNERSHIP INFORMATION SHEET IS AN INTEGRAL PART OF THIS AGREEMENT. PLEASE COMPLETE IN FULL TO RECEIVE COMPENSATION FOR CONTRACTED SERVICES.**