*This form to be used for a seminar or workshop speaker,*

*guest lecturer, etc. for services $500.00 or less.*

TENNESSEE STATE UNIVERSITY

LETTER OF AGREEMENT

This **LETTER OF AGREEMENT** signifies an agreement between **TENNESSEE STATE UNIVERSITY** (the “Institution”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Contractor”), to perform the following services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Compensation for Services: **$** . Payment will be made by the Institution after completion of service and receipt of invoice from Contractor. The maximum liability of the University shall not exceed: **$\_\_\_\_\_\_\_\_\_\_**.

The Contractor warrants that within the past six (6) months he/she has not been and during the term of this Agreement will not become an employee of the State of Tennessee.

The Contractor, being an independent contractor and not an employee of the State of Tennessee, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incidental hereto, and otherwise protect and hold the Institution harmless from any and all liabilities not specifically provided for in this Agreement.

The effective date and term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date. This Agreement shall not be assigned or subcontracted without the prior written consent of both parties.

Contractor shall maintain books and records relating to this Agreement for a period of three (3) years from the date of final payment. Such books and records shall be subject to audit by the State of Tennessee upon request.

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payment 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.

The parties agree to comply with Title 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 of 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 Contractor agrees that no work shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 form are completed and returned with this Agreement.

 is the Institution’s Contract Monitor for this Agreement and can be reached at tel: \_, or email: .

 is the Contractor’s Coordinator for this Agreement and can be reached at

tel: , or email: .

**(INSERT CONTRACTOR NAME HERE) TENNESSEE STATE UNIVERSITY**

Signature: Signature:

Name/Title: Name/Title: Dr. Glenda Glover, President

Date: Date: