SUBAWARD AGREEMENT

BETWEEN

**TENNESSEE STATE UNIVERSITY**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Subaward Agreement (the “Agreement”) is made by and between **TENNESSEE STATE UNIVERSITY**, hereinafter referred to as the “Institution,” and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,hereinafter referred to as the “Grantee.”

**WITNESSETH**

**WHEREAS,** Institution has received external funding for a project or program consistent with its educational mission, as codified at T.C.A. § 49-8-801;

**WHEREAS,** Institution requests or requires additional expertise for the performance of the project or program; and

**WHEREAS,** this Agreement incorporates the terms of the prime award and the applicable National Science Foundation (NSF) standard terms, research terms and conditions, and grant general conditions, as applicable, and any other project, program, general, or special terms and conditions as stated herein.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree and enter into this Agreement according to the provisions set forth below.

1. Statement of Work.

[DESCRIBE IN DETAIL THE SERVICES TO BE PROVIDED BY GRANTEE.]

1. Payment Terms and Conditions.
2. Maximum Financial Obligation. In no event shall the maximum financial obligation of Institution for services under this Agreement exceed $\_\_\_\_\_\_\_\_\_. This maximum financial obligation includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by Grantee. The maximum financial obligation represents available funds for payment to Grantee and does not guarantee payment of any such funds to Grantee under this Agreement unless Institution requests work and Grantee performs the work.
3. Payment Methodology. Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the grant budget, not to exceed the maximum financial obligation established in Section B.1. Payments to Grantee shall be made only upon completion of work or performance and submission of invoice(s) by Grantee. Final payment shall be made only after Grantee has completely performed its duties under this Agreement.

Institution agrees to remit payment to Grantee no later than forty-five (45) calendar days after receipt of invoices and to pay any applicable interest at the maximum rates permitted under the Tennessee Prompt Pay Act, T.C.A. § 12-4-701, et seq.

If Grantee is a non-resident alien, payment of any portion of the amounts owed under this Agreement will not be made until verification of Grantee’s tax status and determination of appropriate withholdings, if any.

1. Travel Compensation. Reimbursement to Grantee for travel, meals, and/or lodging shall be in the amount of actual cost/per diem and shall be subject to the limitations and provisions specified in the State Comprehensive Travel Regulations, Tennessee state statutes, and Institution policies, as they may be from time to time amended. Such reimbursement shall be contingent upon and limited by the grant budget funding.
2. Invoicing. Grantee shall submit invoices to: accountspayable@tnstate.edu, prior to any reimbursement of allowable costs. An invoice under this Agreement shall not include any reimbursement request for future expenditures.

Grantee’s invoices shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Institution, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute proper remuneration for compensable services.

Institution reserves the right to deduct from amounts which are or shall become due and payable to Grantee under this Agreement any amounts which are or shall become due and payable to Institution by Grantee.

1. Disbursement Reconciliation and Close Out. Grantee shall submit a final invoice and a subgrant disbursement reconciliation report within forty-five (45) days of the end date of this Agreement, in form and substance acceptable to Institution. Institution shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. Grantee must close out its accounting records at the end of the term in such a way that reimbursable expenditures and revenue collections are not carried forward.
2. Indirect Cost. Should Grantee request reimbursement for indirect cost, Grantee must submit to Institution a copy of the indirect cost rate approved by the cognizant state or federal agency. Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the grant budget. Any changes in the approved indirect cost rate must have prior approval of the cognizant state or federal agency. If the indirect cost rate is provisional during the term of this Agreement, once the rate becomes final, Grantee agrees to remit any overpayment of funds to Institution.
3. Standard Terms and Conditions.
4. Term. The term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_. Institution shall have no obligation for services rendered by Grantee which are not performed within the specified term. This Agreement may be renewed or extended through a written amendment signed by the parties hereto. Under no circumstances shall the total term of this Agreement exceed five (5) years, including all extensions and renewals. If an extension of this Agreement necessitates additional funding beyond that which is included in this Agreement, the increase in Institution’s maximum financial obligation will also be affected through an amendment to this Agreement and shall be based upon rates provided for in this Agreement.
5. Termination. This Agreement may be terminated by either party upon at least thirty (30) days’ written notice to the other party. Grantee shall be entitled to receive compensation for authorized work completed as of the termination date. Institution may terminate this Agreement at the end of any fiscal year without notice in the event that funds to support this Agreement become unavailable. T.C.A. § 12-3-305(c)(2).

1. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal grant funds. In the event that the funds are not appropriated or are otherwise unavailable, Institution reserves the right to immediately terminate this Agreement upon written notice to Grantee. Termination under this section shall not be deemed a breach of contract by Institution. Upon receipt of the written notice, Grantee shall cease all work associated with this Agreement. Should such an event occur, Grantee shall be entitled to compensation for authorized services completed as of the termination date. Upon such termination, Grantee shall have no right to recover from Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
2. Force Majeure. The parties’ obligations under this Agreement shall be voided in the event of an occurrence beyond the parties’ control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or pandemics, declaration of a federal, state, or local state of emergency, or any other similar occurrence or cause.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions.
4. Hold Harmless. Grantee agrees to indemnify and hold harmless Institution, as well as its officers, agents, and employees, from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Grantee, its employees, or any person acting for or on its or their behalf relating to this Agreement. Grantee further agrees it shall be liable for the reasonable cost of attorneys’ fees for Institution in the event such service is necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of Grantee to Institution.
5. Remedies. The State of Tennessee may be found liable for actual damages only. Institution, as a State of Tennessee entity, shall not, under any circumstances, indemnify, defend, or hold harmless any party, including Grantee, or be liable for attorneys’ fees, punitive damages, or the costs of litigation. Any and all monetary claims against the State of Tennessee, including Institution, its officers, agents, and employees, in performing any responsibility specifically required under the terms of this Agreement shall submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
6. Insurance. Institution, as an agency of the State of Tennessee, is self-insured under the Tennessee Claims Commission Act, T.C.A. § 9-8-301 et seq., which covers certain tort liability for actual damages of up to $300,000.00 per claimant and $1,000,000.00 per occurrence. This self-insurance is effective for acts or omissions of Institution or its employees. Moreover, the insurance coverage afforded to Institution is controlled and limited by state law.

Grantee shall maintain a commercial general liability policy which includes, but is not limited to, bodily injury, personal injury, death, property damage, and medical claims, with minimum limits of $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate, as well as any other forms of insurance required by law. Grantee shall maintain workers’ compensation coverage or be insured through a self-insured program as required under Tennessee law. Certificates of insurance shall be provided upon request. Institution reserves the right to amend current or require additional insurance coverage or coverage amounts under this Agreement.

1. Conflict of Interest. Grantee warrants that no part of the total contracted 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 an officer, agent, employee, subcontractor, or consultant to Grantee in connection with any work contemplated or performed in relation to this Agreement. Grantee acknowledges and agrees that this Agreement shall be null and void if Grantee is, becomes, or within the past six (6) months has been, an employee of the State of Tennessee, or if Grantee is an entity in which a controlling interest is held by an individual who is, becomes, or within the past six (6) months has been, an employee of the State of Tennessee. If Grantee is a State of Tennessee entity, this provision shall not apply.
2. Confidentiality. Institution does not have the authority to consent to provisions which require confidentiality or nondisclosure in violation of the Tennessee Open Records Act. Therefore, each party shall treat the other party’s confidential information as confidential to the extent permitted by applicable state and federal laws. Specifically, each party receiving confidential information agrees not to disclose such confidential information, except to its directors, officers, employees, and agents, in accordance with applicable law, and shall use the same care to prevent disclosure of such confidential information as each party uses with respect to its own confidential information; provided that, in any case, each party shall not use less than the care a reasonable person would use under similar circumstances. The obligations set forth in this section shall survive the termination of this Agreement.
3. Non-Discrimination. The parties agree to comply with all applicable state and federal laws pertaining to discrimination. Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by law.
4. Illegal Immigrants. T.C.A. § 12-3-309 prohibits State of Tennessee entities from contracting to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract. Grantee attests, certifies, warrants, and assures that Grantee will not knowingly utilize, nor hire subcontractors who will utilize, the services of illegal immigrants in the performance of this Agreement.
5. Iran Divestment Act. The requirements of T.C.A. § 12-12-101 et. seq., which address contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Grantee certifies, under penalty of perjury and to the best of its knowledge and belief, that it is not on the list created pursuant to T.C.A. § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a Grantee under Institution’s contracts.
6. Intellectual Property. The parties agree that each party’s intellectual property, including, but not limited to, the trademarks, trade names, logos, copyrighted materials, written works, photographs, images, graphics, video recordings, service marks, and symbols (collectively, “Intellectual Property”), constitute valuable property rights. Neither party claims by virtue of this Agreement any right, title, or interest in any previous or independently-derived Intellectual Property which is owned or controlled by the other party, whether or not copyrightable or patentable. The parties agree to promptly disclose to the other all Intellectual Property developed in the course of the work performed under this Agreement. Intellectual Property developed or produced jointly in the course of the work performed under this Agreement shall be jointly owned. The parties further agree that: (1) any Intellectual Property licensed hereunder from one party to the other shall, at all times, remain the property of the licensor of such Intellectual Property; (2) the use of such Intellectual Property by the party to whom any license is granted herein shall, at all times, be subject to the terms of this Agreement; (3) any use of a party’s Intellectual Property not specifically authorized or contemplated herein shall not be authorized except with the prior written permission of the licensing party; and (4) any licenses granted herein shall terminate with the termination of this Agreement.
7. Forms. Grantee agrees that no work shall commence until this Agreement is fully executed by both parties and that both a Minority Ethnicity and W-9 form are completed and returned with this Agreement.
8. Notices. Any notice, request, approval, or consent required or permitted to be given under this Agreement shall be in writing and deemed to have been sufficiently given if delivered in person, sent by nationally recognized overnight carrier service with confirmation of receipt, or sent by certified or electronic mail, return receipt requested, to the party to whom it is directed at its address shown below:

If to **Institution:** Tennessee State University

3500 John A Merritt Boulevard

Nashville, TN 37209

Attn: (Department Name)

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With Copy to: Tennessee State University

3500 John A. Merritt Boulevard

Nashville, TN 37209

Attn: Office of the General Counsel

Email: legalnotice@tnstate.edu

If to **Grantee:** (Insert Grantee Name)

(Address Line 1)

(Address Line 2)

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Data Privacy and Security. If Grantee will have access to Institution’s student or customer data and will be mainlining Institution’s data on Grantee’s computer network or servers, the following provisions shall apply:
   1. Data Privacy. “Personal Information” means information provided to Grantee by or at the direction of Institution, or to which access was provided to Grantee by or at the direction of Institution, in the course of Grantee’s performance under this Agreement that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Grantee represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm Leach-Bliley Act (“GLBA”); the Health Information Portability and Accountability Act (“HIPAA”); the Family Educational Rights and Privacy Act (“FERPA”); the FTC’s Red Flag Rules, and any applicable federal or state laws, as amended, together with the regulations promulgated thereunder. Some Personal Information provided by Institution to Grantee is subject to FERPA. Grantee acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Grantee’s exclusion from eligibility to contract with Institution for at least five (5) years and agrees to become a “School Official” as defined in the applicable Federal Regulations for the purposes of this Agreement.

* 1. Data Security. Grantee represents and warrants that Grantee will maintain compliance with the SSAE16 standard and shall undertake any audits and risk assessments Grantee deems necessary to maintain compliance with SSAE16.
  2. Incident Response. “Security Incident” means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information occurring on systems under Grantee’s control. Grantee shall: (a) provide Institution with the name and contact information for an employee of Grantee who shall serve as Grantee’s primary security contact and shall be available to assist Institution twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (b) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Grantee becomes aware of it, except where disclosure is prohibited by law; and (c) notify Institution of any such Security Incident at otssecurity@tnstate.edu.

Grantee shall use best efforts to immediately mitigate or resolve any Security Incident, at Grantee’s expense and in accordance with applicable privacy rights, laws, regulations and standards. Grantee shall reimburse Institution for actual costs incurred by Institution in responding to and mitigating damages caused by any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

* 1. Return of Personal Information. At any time during the term of this Agreement, at Institution’s written request or upon the termination or expiration of this Agreement, Grantee shall return to Institution all copies, whether in written, electronic or other form or media, of confidential, highly-sensitive, or Personal Information in its possession, or at Institution’s direction, securely dispose of all such copies.

1. Service and Software Accessibility Standards. For contracts that will require employees or students of Institution to access Grantee’s software or website, Grantee warrants and represents that the service and software, including any updates, provided to Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3, and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet such standards, Grantee will cooperate with Institution on completing necessary remediation measures and forms. Grantee shall indemnify and hold Institution harmless in the event of claims arising from inaccessibility related to Grantee’s products/services.
2. FERPA. The parties acknowledge that students’ education records are protected by the Family Educational Rights and Privacy Act (“FERPA”), and that Grantee will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with all FERPA provisions if accessing such records. Student education records will only be used for the purposes of carrying out this Agreement. Student permission must be obtained before releasing specific data to anyone other than Institution and Grantee employees who have a legitimate educational purpose.
3. Relationship of the Parties. The parties hereto shall not act as employees, agents, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create an employer-employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
4. Non-Assignment. Neither party shall assign this Agreement without obtaining the prior written approval of the other party.
5. Subcontracting. Grantee shall not enter into subcontracts for any of the services performed under this Agreement without obtaining the prior written approval of Institution. If such subcontracts are approved by Institution, each shall contain, at a minimum, sections of this Agreement pertaining to “Lobbying,” "Non-Discrimination," “Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, Grantee shall remain responsible for all work performed.
6. Modification. This Agreement may be modified only by a written amendment signed by the parties hereto.
7. Authority. As an entity of the State of Tennessee, Institution possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Tennessee. Notwithstanding any other provision to the contrary, nothing in this Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of any of the rights, remedies, claims, or privileges of the State of Tennessee. Institution does not waive for itself or its officers, employees, or agents, any defenses or immunities available to it or any of them. Moreover, the provisions of this Agreement as they pertain to Institution are enforceable only to the extent and authority authorized by the Constitution and laws of the State of Tennessee.

1. Entire Agreement. This Agreement shall constitute the entire agreement between the parties relating to the subject matter contained herein. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
2. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
3. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
4. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement.
5. Assent. This Agreement shall not be binding upon the parties until it is signed by each party’s authorized official(s). For Institution, this shall be Institution’s President or the President’s authorized designee.

1. Administrative Terms and Conditions. The parties further agree to the following administrative terms and conditions of this Agreement:
   1. Records. Grantee shall maintain documentation for all charges under this Agreement. The books and records of Grantee or any subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Institution, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

Documentation of grant applications, budgets, reports, awards, and expenditures shall be maintained in accordance with 2 CFR Part 200. Grantee shall comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

* 1. Audit. Federally funded activities shall be subject to the audit requirements of 2 CFR Part 200 and adhere to requirements of the Office of Management and Budget (OMB) guidance. Grantee agrees to comply with 2 CFR Part 200 and agrees to provide Institution with audit information attesting to the fact that Grantee’s records covering the period of this Agreement have been audited in accordance with 2 CFR Part 200. For non-federally funded activities Grantee agrees to comply with the audit requirements of the State of Tennessee.
  2. Procurement. If the terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, or services, the procurement of such goods or services by Grantee shall be made on a competitive basis (including the use of competitive bidding procedures), where practicable. For any procurement for which reimbursement is paid under this Agreement, Grantee shall document the competitive procurement method. If it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If Grantee is a subrecipient, Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
  3. Certifications. Acceptance of this Agreement constitutes certification by Grantee, to the best of its knowledge and belief, that:
     1. Lobbying. No federal funds appropriated by any Act of Congress have been paid or will be paid, by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federally-supported contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
        1. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, *Disclosure of Lobbying Activities,* in accordance with its instructions.
        2. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
        3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
     2. Debarment and Suspension. 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 Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
     3. Financial Conflicts of Interest. It has an active and enforced conflict-of-interest policy that is consistent with the regulatory provisions of 42 CFR Part 50, Subpart F *Promoting Objectivity in Research*. Grantee certifies that it will report to Institution all identified financial conflicts of interest within thirty (30) days of the date that it knew, or should have known, about the conflict. Grantee also certifies, to the best of Grantee's knowledge, that (1) all financial disclosures have been made which are both related to this Agreement and required by its conflict-of-interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with Grantee's conflict-of-interest policy prior to the expenditures of any external federal funds under this Agreement. If Grantee does not have an active and/or enforced conflict-of-interest policy, Grantee hereby agrees to abide by the comparable, equivalent, or applicable policy of Institution, and Grantee must submit all of its investigators’ disclosures of significant financial interest to Institution within thirty (30) days of the date that it knew, or should have known, about the interest.
     4. Political Activity. No state property provided hereunder will be used for any political purpose prohibited by state or federal law and further that no funds provided hereunder have been paid, or will be paid, by or on behalf of Grantee to any person or any agency for any political purpose prohibited by state or federal law or in connection with the awarding of this Agreement. Grantee agrees to comply with all applicable disclosure laws relating to political contributions or lobbying activities.
  4. Progress Reports. Grantee shall submit brief, periodic progress reports to Institution as requested.
  5. Monitoring. Grantee’s activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring, evaluation, visits, and auditing by the awarding agency, Institution, the Comptroller of the Treasury, or the duly appointed representatives of each, pursuant to 2 CFR Part 200 and all other applicable laws and/or regulations.
     1. As required by the State of Tennessee GoDBE, Grantee shall assist Institution in monitoring and reporting Grantee’s performance of this Agreement by providing, as requested, a quarterly report of participation in the performance of this Agreement by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to Institution in form and substance required by Institution.
     2. If there are findings arising from the above-stated monitoring, evaluation, visits, or auditing, Grantee agrees to be fully cooperative and responsive to address and correct these findings, issues, or other instances or areas of non-conformity or non-compliance.
  6. Federal Funding Accountability and Transparency Act. If this Agreement requires Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to the Federal Funding Accountability and Transparency Act (FFATA), Grantee will be responsible for ensuring that all applicable FFATA requirements are met, including, but not limited to, reporting of total compensation of Grantee’s executives. Grantee agrees to provide information to Institution, as required by FFATA. Institution will not be obligated to pay any outstanding invoice(s) received from Grantee unless and until Grantee is in full compliance with this provision. Failure to comply with this provision shall be considered a material breach of this Agreement for which Institution may immediately terminate this Agreement.
  7. Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
  8. Reporting. Grantee shall submit to Institution progress, financial, and technical reports upon request and within thirty (30) days of any such request. Grantee shall record and maintain all research and financial data, documents, records, notebooks, test results, and findings in a form and manner that permit evaluation of the progress, conduct, and management of the above-stated statement of work.
  9. Notification. Grantee agrees to notify Institution in writing if, at any time during the period of this Agreement, it is no longer in compliance with 2 CFR Part 200 or if there are audit findings that relate specifically to this Agreement. In case of such non-compliance or audit findings, Grantee will promptly provide Institution with its written plan for corrective action.
  10. Public Accountability. If Grantee is subject to T.C.A. § 8-4-401 et seq., or if this Agreement involves the provision of services to citizens by Grantee on behalf of the State of Tennessee, Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. Grantee shall also display in a prominent place a sign that reads: “NOTICE: THIS AGENCY IS A RECIPENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.“ The sign shall be on the form prescribed by the Comptroller of the Treasury.
  11. Publications. The parties reserve the right to publish or otherwise make public the data resulting from the activities under this Agreement. The party wishing to publish or to make public shall submit any such article, manuscript, or other release to the other party for comment at least thirty (30) days prior to publication or release.
  12. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Grantee in relation to this Agreement shall include the following statement: “This project is funded under an agreement with Tennessee State University.” Grantee shall not refer to this Agreement or Grantee’s relationship with Institution hereunder in commercial advertising in such a manner as to state or imply that Grantee and/or Grantee's services are endorsed. All notices by Grantee in relation to this Agreement shall be approved by Institution.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF,** the parties, through their duly authorized representatives, have set forth their signatures below:

**TENNESSEE STATE UNIVERSITY [INSERT GRANTEE NAME]**

Signature:  Signature: \_\_\_\_\_

Name: Dwayne Tucker Name:

Title: President Title:

Date: Date: