**TENNESSEE STATE UNIVERSITY**

**WORKSHOP-SEMINAR PARTICIPATION AGREEMENT**

This Workshop-Seminar Participation Agreement (the “Agreement”) is made by and between **TENNESSEE STATE UNIVERSITY,** hereinafter referred to as the “Institution,” and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the “Contractor.”

1. Contractor agrees to participate in or conduct a workshop or seminar, as follows:
   1. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. \_\_\_\_ Virtual \_\_\_\_ In-Person
2. The workshop or seminar shall be on the following subject: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. The term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Institution may terminate this Agreement upon at least fifteen (15) days’ written notice to Contractor. If Contractor violates any term of this Agreement, Institution shall have the right to immediately terminate this Agreement and withhold payment in excess of compensation for authorized services completed as of the termination date. Institution shall not be liable to Contractor for services which have not been rendered.
5. 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.
6. Institution will pay Contractor $\_\_\_\_\_\_\_\_\_ after services have been rendered. If Contractor is a non-resident alien, payment will not be made until Contractor presents verification of tax status to Institution.
7. In no event shall Institution’s maximum financial obligation for services under this Agreement exceed $\_\_\_\_\_\_\_\_\_. This maximum financial obligation represents available funds for payment to Contractor under this Agreement and does not guarantee payment of any such funds unless Institution requests work and Contractor performs the work.
8. Institution \_\_\_ will \_\_\_ will not compensate Contractor for documented travel expenses. Reimbursement to Contractor 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.
9. Contractor agrees to complete and submit both a Minority Ethnicity and W-9 form with this Agreement.
10. Contractor shall not assign or enter into subcontracts for any of the services performed under this Agreement without obtaining the prior written approval of Institution.
11. Contractor agrees to maintain adequate general liability insurance, as well as any other appropriate forms of insurance as required by the laws and rules of the State of Tennessee. 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.
12. Institution shall have no liability except as specifically provided in this Agreement. Any and all monetary claims against the State of Tennessee, including Institution, its officers, agents, and employees, in performing any responsibility specifically required under this Agreement shall be 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.
13. Contractor agrees to comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
14. The parties agree to comply with all applicable state and federal laws pertaining to discrimination. Contractor assures that Contractor will not discriminate against any person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by law.
15. Contractor warrants that no part of the 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 Contractor in connection with any work contemplated or performed in relation to this Agreement. Contractor agrees that this Agreement shall be null and void if Contractor is, becomes, or within the past six (6) months has been, an employee of the State of Tennessee.
16. 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.
17. This Agreement may be modified only by a written amendment signed by the parties hereto.
18. 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. Contactor assures that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Agreement.

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

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

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

Name: Dwayne Tucker Name:

Title: President Title:

Date: Date: