



THIS AGREEMENT (hereinafter, "Agreement") is made by and between The University of Memphis (hereinafter, "University") and (hereinafter, "Association").

WITNESSETH:

WHEREAS, the parties wish to (enter brief description):

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement as set forth herein:

A. University agrees to perform the following:

(DESCRIPTION OF RESPONSIBILITIES)

B. 1. Association acknowledges and agrees to perform the following:

(DESCRIPTION OF DUTIES)

2. The Association agrees to compensate the University as follows:

1.

2.

3. Payments to the University shall be made according to this schedule set out above. The final payment shall be made when the Association has completely performed the Association's duties under this Agreement.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. University shall have no liability except as specifically set forth in this Agreement.

2. Association warrants that no consideration has been or shall be paid directly or indirectly to any officer or employee of University and the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontract or as consultant to Association in connection with this Agreement.

3. 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, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 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 applicants are employed and that employees are treated

during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, 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.

4. This Agreement shall be subject to, governed by and construed in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of law principles. Association shall comply with all applicable federal, state and municipal laws, and regulations in performing its duties under this Agreement.
5. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party, other than as stated herein.
6. Either party may terminate for convenience this Agreement by giving the other party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the parties, which shall have accrued prior to termination. If Association fails to fulfill in timely and proper manner its obligation under this agreement, or if Association shall violate any of the terms of this Agreement, University shall have the right to immediately terminate this Agreement. Notwithstanding the above, Association shall not be relieved of liability to University for damages sustained by virtue of any breach of this Agreement by Association.
7. Any and all claims against the State of Tennessee , its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee . Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.
8. Association agrees to carry adequate public liability and other appropriate forms of insurance to pay taxes incident hereto and otherwise protect and hold harmless University from any and all liability not specifically provided for in this Agreement. Association further agrees to provide proof of such insurance to University upon request.
9. The Association shall keep full and accurate records in connection with the performance of service under this Agreement. All such records shall be retained by the Association for a period of three (3) years subsequent to completion of this Agreement and are subject to audit by University or the State Comptroller at any time during regular working hours.
10. Any notice required or permitted by this Agreement to University shall be in writing; shall be delivered personally, by certified mail (and return receipt requested, postage prepaid), by overnight mail or by facsimile transmission; and will be, with the exception of transmission by facsimile, effective on the date that delivery is documented to have been first attempted. Such notices shall be sent to University at the following address:

If to University: Attention:

(DEPARTMENT NAME)

(CONTACT PERSON'S NAME)

(DEPARTMENT ADDRESS)

(DEPARTMENT PHONE NUMBER)

(DEPARTMENT FAX NUMBER)

If to Association: Attention:

(NAME)

(CONTACT PERSON'S NAME)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

University may, in writing and upon ten days' notice, inform Association of a new or changed address or address(es) to which notices under this Agreement should be sent.

11. This Agreement may be modified only by written amendment executed by all parties hereto. Additional provisions once entered and initialed become an integral part of this Agreement.
12. This Agreement shall not be binding upon the parties until it is approved by University's president or his designee. Association's use of University's name in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or Association first obtained University's written consent.
13. This Agreement constitutes the entire understanding between the parties and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement.
14. Association shall submit to University progress reports:
 - Not Requested
 - Monthly
 - Quarterly
 - Other
15. The Association shall comply with all applicable Federal, State, and Local laws and regulations in the performance of the Contract. The Contract shall be governed by and subject to the laws of the State of Tennessee.
16. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 14-4-124, requires that Contractor attest in writing that Association will not knowingly utilize the services of illegal immigrants in the performance of this contract and will not knowingly utilize the services of any subAssociation, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, [Attestation re Personnel Used in Contract Performance](#) ("the Attestation"), which is attached and hereby incorporated by this reference.

If Association is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Association shall be prohibited from contracting or submitting a bid to any state institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Association may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

17. The term of this contract shall be from _____ to _____

D. If this Agreement involves the use of University facilities by Association, the following terms and conditions shall apply in addition to the foregoing:

1. The specific use of the facility for which the parties enter into this Agreement is for presentation of the:

(DESCRIPTION OF FACILITY)

2. This Agreement may be terminated without notice upon grounds that the facility has been rendered unusable or the activity has been canceled due to an act of God. University may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising from the intended use. If either party terminates this Agreement for convenience in accordance with Section C.6 herein, that party agrees to reimburse the other party for all "out of pocket"

expenses incurred by the latter.

3. Association hereby agrees to indemnify and hold University harmless from any and all liabilities arising out of its use of the facility or the use of its members, guests, conference attendees, or invitees, including, but not limited to, personal injury, property damage, court costs and attorneys' fees.
4. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple counterpart original by their duly authorized representatives.

THE UNIVERSITY OF MEMPHIS

(ASSOCIATION NAME)

 Nick A. Pappas
 Executive Director of Procurement and Contract Services

 Signature

(NAME)

(TITLE)

 Date

 Date