**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CONTRACTOR**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Professional Services Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University (“Institution”) and *INSERT NAME OF CONTRACTOR* (“Contractor”) and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”). The Contractor and the Institution are sometimes referred to individually as a “party” and collectively as the “parties.”

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. Contractor agrees to perform the following services:

*INSERT DETAILED DESCRIPTION OF SERVICES TO BE PERFORMED*

2. The Institution agrees to compensate Contractor as follows:

1. One-time all-inclusive payment of $\_\_\_\_\_\_\_\_\_\_\_\_ USD (“Service Fee”). The Service Fee is inclusive of all travel-related expenses including, but not limited to, lodging/accommodations, catering/meals, transportation, etc. The Institution shall not compensate/reimburse the Contractor for travel expenses in addition to the service fee.
2. Payments to Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Contractor has completely performed its duties under this Agreement. Please send your invoice(s) to invoice@mtsu.edu.
3. If Contractor is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until the Contractor has completed and submitted the Institution’s Foreign National Information Form with the appropriate documents including the Internal Revenue Service Form W-8BEN.
4. In no event shall the liability of the Institution under this Agreement exceed the amount of the Service Fee.

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

1. 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 Contractor in connection with any work contemplated or performed relative to this Agreement. If Contractor is an individual, Contractor warrants that within the past six months he/she has not been and during the term of this contract will not become an employee of the State of Tennessee.
2. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure 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 the party on the grounds of classifications protected by Federal or State law.
3. Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to university resources comparable to access that is available to others.
4. Contractor, being an independent contractor and not an employee of this 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.
5. The term of this Agreement shall be from \_\_/\_\_/\_\_ (“Effective Date”) to \_\_/\_\_/\_\_.
6. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. This Agreement may be terminated without the above-described notice if performance is prevented by an act of war, order of a legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of either party. The Institution may also terminate this Contract if it becomes aware of any threat to personal or public safety arising at the intended time of performance.
7. If Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the terms of 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, Contractor shall not be relieved of liability to the institution for damages sustained by virtue of any breach of this Agreement by Contractor.
8. This Agreement may be modified only by written amendment executed by all parties hereto.
9. Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Contractor, 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 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. 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. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the Agreement.
11. The Contractor shall be required to submit Institution progress reports if requested by the Institution.
12. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee without regard to its conflict of law provisions. Any and all claims against Institution arising under this Agreement shall be submitted to the Claims Commission of the State of Tennessee in the manner prescribed by law. Damages recoverable against Institution shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301, *et seq.*
13. This Agreement shall not be effective until approved by the President or designee, as appropriate.
14. If Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
15. By its authorized signature on this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in performance of this Agreement.
16. The requirements of T.C.A. § 12-12-101 *et seq*., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.
17. Contractor certifies, to the best of its knowledge and belief, that it and its principals:
18. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
19. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, attempting to obtain, or performing a public (Federal, State, or Local) transaction or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
20. 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 subsection (ii) of this provision.
21. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
22. Contractor certifies that Contractor has either registered with the State of Tennessee’s Department of Revenue for, or does not make sales of goods or services that are subject to the collection of, Tennessee sales and use tax, as required by T.C.A. § 12-3-306 and will provide proof of compliance upon request.
23. If the Contractor will have access to Institutional student or Institution data under this Agreement, the following shall apply:
    1. “Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor'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. Where applicable, “Personal Information” may also mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
    2. Contractor represents and warrants that Contractor will use Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity.
    3. Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all relevant international, federal and state privacy and data protection laws, including without limitation (if applicable to this Agreement), the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC’s Red Flag Rules, as amended, together with regulations promulgated thereunder.
    4. If the Institution discloses Personal Information to Contractor that is subject to FERPA, the following shall apply: Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor’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.
24. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Contractor maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the Institution.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**CONTRACTOR MIDDLE TENNESSEE STATE UNIVERSITY**

Signature: Signature:

Printed Name: Printed Name: Shirman A. Thomas

Title: Title: Executive Director, Procurement Logistic Services

Date: Date: