

**WORKSHOP/SEMINAR/SERVICE
AGREEMENT
BETWEEN
ROANE STATE COMMUNITY COLLEGE
AND**

This Contract documents the agreement between **Roane State Community College** (hereinafter Institution) and _____ (hereinafter Contractor).

This Contract consists of this cover page, the Institution's Standard Terms and Conditions below, and _____ additional attached pages.

Scope of Services. Contractor agrees to provide the following services:

- a) Conduct a workshop, seminar or service on the following date(s) and time(s): _____
- b) The workshop/seminar/service shall be on the following subject: _____

The period of performance under this Contract is from _____ through _____.
The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The Institution will compensate the Contractor \$_____ per _____ after services have been performed. A W-9 or I-9 must be completed and attached to this contract before Contractor is paid.

The Institution _____ will _____ will not compensate the Contractor for documented travel expenses. If this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with Institution travel policies.

Other payment terms:

The Institution's maximum liability under this Contract shall not exceed \$_____.

This Agreement shall not be effective until the Contractor has completed a Minority/Ethnicity Form.

Other terms (N/A if none):

In witness of their acceptance of the terms set forth herein, the duly authorized representatives of the parties have executed this Contract this _____ day _____ of , 20 ____.

(CONTRACTOR):

ROANE STATE COMMUNITY COLLEGE:

Print Name

DR. CHRIS WHALEY
PRESIDENT

Signature Date
Address: _____

Signature Date

Telephone: _____

Email: _____

SSN or Fed Tax ID No: _____

STANDARD TERMS AND CONDITIONS

1. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior, written approval of the Institution.
2. The Institution may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory, authorized work completed as of the termination date.
3. If the Contractor fails to perform properly its obligations under this Contract or violates the terms of this Contract, the Institution shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the Institution for damages sustained by breach of this Contract by the Contractor.
4. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The Institution shall have no liability except as specifically provided in this Contract. Any claims made against the Institution under this agreement will be brought pursuant to the Tennessee Claims Commission Act.
5. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract including, without limitation, any applicable laws relating to equal opportunity hiring and non-discriminatory performance of this agreement. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract.
6. The Contractor warrants that no part of the total Contract 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 officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the Institution or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
7. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles and, if applicable, and if this Contract is made pursuant to a grant, additional requirements will be attached and incorporated by this reference as if fully stated herein.
8. This Contract shall be governed by the laws of the State of Tennessee without regard to that State's conflict of interest provisions. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
9. ***ILLEGAL IMMIGRANTS*** - By signing this Agreement, the Contractor is attesting that the Contractor will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the services to be provided under this Contract. If the Contractor is discovered to have breached this attestation, the Contractor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach.



TENNESSEE BOARD OF REGENTS

HIGHER EDUCATION SYSTEM

In order to comply with reporting regulations as required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any University contract.

<p>1. Name of Contractor:</p> <hr/> <p>Federal ID / Social Security Number:</p> <hr/>	<p>2. Is Contractor a US citizen?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If no, state country of citizenship:</p> <hr/> <p>(If not a US Citizen, please include a copy of Visa with this form.)</p>
<p>3. Kind of Ownership (Check one):</p> <p><input type="checkbox"/> Govt. (GO)</p> <p><input type="checkbox"/> Agency of the State of Tennessee (SA)</p> <p><input type="checkbox"/> Non-Profit (NO)</p> <p><input type="checkbox"/> Majority (MJ)</p> <p><input type="checkbox"/> Minority* (see reverse side for definition)</p> <p><input type="checkbox"/> Woman (WO)** (see reverse side for definition)</p> <p><input type="checkbox"/> Small (SM)*** (see reverse side for definition)</p> <p><input type="checkbox"/> Service-Disabled Veteran****(see reverse side for definition)</p>	<p>4. Minority / Ethnicity Code (Check One):</p> <p><input type="checkbox"/> African American (MA)</p> <p><input type="checkbox"/> Native American (MN)</p> <p><input type="checkbox"/> Hispanic American (MH)</p> <p><input type="checkbox"/> Asian American (MS)</p> <p><input type="checkbox"/> Other Minority (MO)</p> <p>Specify: _____</p>
<p>5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)</p> <p><input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran</p>	
<p>6. Certification: I certify that all the information as completed above is accurate and true.</p> <hr/> <p>Signature _____ Date _____</p> <p>Name (Printed): _____</p> <p>Title: _____</p>	

***Minority Ownership Clarification:**

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

****Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

- 1. Is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
- 2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
- 3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19