

Attachment B

**NON-CREDIT INSTRUCTION AGREEMENT BETWEEN
(NAME OF TBR INSTITUTION)
AND
(NAME OF CONTRACTOR)**

This Agreement is entered into by _____, hereinafter referred to as the "Institution," and _____, hereinafter referred to as the "Company." In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Institution agrees to provide:

Program Title:

CEU:

Description:

Instructors:

Date(s) and Time:

Location:

Number of Participants: Minimum of ____ and maximum of ____ participants

Program Fee: \$ _____

The Institution will provide all instructional materials deemed appropriate by the instructor. A record of CEUs earned will be maintained in the Division of Continuing Education of the Institution. A transcript of record may be obtained by contacting that office.

B. The Company shall provide:

A suitable meeting facility to accommodate the instruction (if applicable describe here).

The Company is not permitted to video/audio tape the instruction unless prior negotiations between the Company and the Institution have been completed.

C. The term of this Agreement shall be from _____ to _____, 20__.

D. The Company shall compensate the Institution as follows:

The Institution will invoice the Company in the amount of \$_____, Program Fee above. Payment is due within 30 days of receipt of invoice.

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

1. 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, Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246 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, 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.

2. The Company 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.
3. This Agreement is governed by the laws of the State of Tennessee, and any claims against the Institution shall be brought before the Tennessee Claims Commission.
4. The parties shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
5. This Agreement may be terminated by either party by giving written notice to the other at least ___ days before the effective date of termination. In that event, the Institution shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date to include such costs as consultative time, preparation of materials, purchase of textbooks, and other instruction-related costs.
6. This Agreement may be modified only by written amendment executed and approved by appropriate parties as indicated on the signature page of this Agreement.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

(Company Name)

(Address)

(City, State, Zip Code)

ATTN: _____
(Name & Title)

(Authorized Signature) (Date)

(Institution)

(Address)

(City, State, Zip Code)

ATTN: _____
(Name & Title)

(Authorized Signature) (Date)