

AMENDMENT TO AGREEMENT
BETWEEN
AUSTIN PEAY STATE UNIVERSITY
AND

This amendment, made this day of , 201 , by and between Austin Peay State University
(Institution) and (Contractor).

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original Agreement the parties hereby agree as set forth below.

The following provisions are added to and fully incorporated into the agreement:

CIVIL RIGHTS CLAUSE

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, Americans with Disabilities Act of 1990, 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, color, sex, age, handicap, 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, disability 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.

AUDIT CLAUSE

The Contractor/Vendor shall maintain documentation for all charges against the state under this contract. The books, records and documentation of the Contractor/Vendor insofar as they relate to work performed or money received under this contract, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant.

INDEMNITY

The Contractor shall indemnify and hold harmless the University, the Tennessee Board of Regents and their officers, employees and agents, individually and collectively, from any and all liability (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death or damages or alleged damage to property), sustained or alleged to have been sustained as a result of acts, omissions or negligence on the part of the Contractor, its employees, or any

other person acting for or on its or their behalf, in connection with or to have arisen out of the performance of the Contract by the Contractor, its subcontractors and their agents, servants and employees. The Contractor shall defend any suit or action brought against them or any party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. The University agrees to immediately notify Contractor of all losses or claims resulting therefrom. The University agrees to immediately notify Contractor of all losses or claims for which it will seek indemnity under this Agreement. The University agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Contractor and further agrees to fully cooperate with Contractor and Contractor's authorized representatives in the investigation, defense and settlement of all such claims.

PROHIBITION ON HIRING ILLEGAL IMMIGRANTS

Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, 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 Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

Subject to the modifications set forth in this amendment, the above-referenced original agreement dated _____, between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

(Same signatures as original agreement)

Name: _____

Date: _____

By: _____
Signature

Federal ID or SS#: _____
(Enter your taxpayer identification number above. For individuals and sole proprietors, this is your social security number. For others, it is your employer identification number.)

AUSTIN PEAY STATE UNIVERSITY

By: _____

Date: _____

APPROVED: TENNESSEE BOARD OF REGENTS (when required)

By: _____

Date: _____

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.