** Between**

**(INSTITUTION)**

**and**

**(COMPANY)**

This Agreement is entered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Institution," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “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. INSTITUTION RESPONSIBILITIES. The Institution shall provide up to TOTAL CONTACT HOUR OR CREDIT HOURS (#) total training hours for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company employee(s) for the (TERM) relating to the SPECIFIC PROGRAM(S) as outlined below. The training is being provided to individual(s) identified by COMPANY who are currently employed with COMPANY.

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| --- | --- |
| Course Title & CIP Code: | Add Course Title & CIP Code |
| Course Description: | Add brief Narrative of Program/Course |
| Instructor(s): | The Institution agrees to provide X (number) instructor(s) per program. |
| Beginning Date: | (MM/DD/YYYY) |
| Ending Date: | (MM/DD/YYYY) |
| Time: | 0:00 a.m. to 0:00 p.m. (specific times are subject to change with approval of both parties) |
| Location: |  |
| Maximum Number of Participants Per Course: |  |
| Length of Course: | TOTAL CONTACT HOUR OR CREDIT HOURS (#) clock hours, # DAYS, # HOURS PER DAY, SPECIFIC DAYS OF TRAINING. Students will be allowed to make up time missed when instructor is out due to illness or other unforeseen incidents at no extra cost. |
| Tuition Costs (per participant/term): | $0.00 (does not include books, supplies and/or tools. |

The Institution shall conduct the training in accordance with the applicable policies and procedures of the Tennessee Board of Regents and will award the appropriate credential(s) to each participant upon successful completion of the training.

B. COMPANY RESPONSIBILTIES. The Company shall:

1. Pay the tuition cost and provide each participant with the required textbooks, tools and supplies. Trainees shall not be enrolled, nor training provided, until payment is received.
2. Refer up to, but no more than, \_\_\_\_\_\_\_\_\_\_ (#) participants to selected training courses.
3. Abide by the provisions of this agreement herein.
4. Assist Institution with registration paperwork and processes associated with enrolling each trainee.
5. Assist Institution with processing completion paperwork on each trainee.

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

1. The Parties shall abide by all applicable Federal and State law and regulation including, but not necessarily limited to, those pertaining to discrimination and hereby agree 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 each on the grounds of any classification protected by Federal or State law or regulation.
2. The parties acknowledge that Students’ education records (as that term is used in FERPA and its implementing regulations) are protected by the Family Educational Rights and Privacy Act (FERPA). Company agrees that Student permission must be obtained in writing by the Institution before the Institution may release any education records to Company.
3. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. All claims against the Institution for property damage or loss resulting from acts or omissions or Institution through its employees or agents in performing its responsibilities under this Agreement shall be submitted to the Claims Commission of the State of Tennessee for disposition in accordance with the applicable provisions of the Tennessee Code Annotated. Damages recoverable against the State shall be limited to claims paid by the Claims Commission pursuant to TCS 9-8-301 et. seq.
4. This Agreement may be terminated by either party by giving written notice to the other at least five (5) 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.
5. 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: INSTITUTION:

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| Company Name: Address:Printed Name:Signature:Date: | Institution: Address:Printed Name:Signature:Date: |