# \_\_\_\_\_\_\_\_\_\_ (insert number of amendment if not the first, e.g. Second) Amendment to \_\_\_\_\_\_\_\_\_\_\_\_

This \_\_\_\_\_\_ Amendment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of the original contract/agreement) (this “\_\_\_\_\_\_ Amendment”) is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Institution”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) in order to amend the terms of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as amended by \_\_\_\_\_\_\_\_\_\_\_ (the “Agreement” or collectively, the Agreement”).

WHEREAS, Institution and Contractor desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services. The parties have agreed to \_\_\_\_\_\_\_\_\_\_ . Accordingly, the following is added at the end of Section \_\_\_\_:

“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.”

 OR Accordingly, Section \_\_\_ is deleted in its entirety and the following is inserted in its place and stead:

“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.”

OR Accordingly, “Attachment A of the Agreement is deleted in its entirety and “\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (ex. Attachment A-1) is inserted in its place and stead. All references in the Agreement to “Attachment A” shall mean and hereinafter refer to “Attachment \_\_\_\_\_\_\_\_\_\_”.”

1. Term. The parties have agreed to extend the Term an additional year. Accordingly, the first sentence of Section \_\_\_ is deleted in its entirety and the following is inserted in its place and stead: “The Term of this Agreement will commence on \_\_\_\_\_\_\_\_\_\_ and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_.”
2. Maximum Liability. The parties have agreed to increase the Maximum Liability. Accordingly, the first sentence of Section \_\_\_ of the Agreement is deleted in its entirety and the following is inserted in its place and stead: “In no event shall the maximum liability of the Institution under this Contract exceed \_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_).”
3. Effect of Amendment. In all other respects, and except as specifically modified and amended herein, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this \_\_\_\_\_\_\_\_\_\_ Amendment to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 202\_\_\_.

|  |  |  |
| --- | --- | --- |
| **Institution:** |  | **Contractor:** |
| Insert name of school |  | Insert name of contractor |
|  |  |  |
|  |  |  |
| By: |  |  | By: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title |  |
|  |  |  |
|  |  |  |
| By: |  |  |  |
|  | Flora W. Tydings, Chancellor |  |  |
|  | Tennessee Board of Regents  |  |  |

***Optional Language***:

Missing Template Language:

If the language prohibiting a boycott of Israel or investing in Iran is not in the contract and it should be added, add the following before the “Effect of Amendment” section:

“4. Additional Provision. The following is added as new Section \_\_\_ at the end of the Agreement:

1. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.
2. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The 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 Tenn. Code Ann. § 12-12-106.”

Contractor Name Change:

If the Contractor’s name has changed since the original agreement or most recent amendment, the introduction to the amendment should be modified as follows for a name change:

This \_\_\_\_\_\_ Amendment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of the original contract/agreement) (this “\_\_\_\_\_\_ Amendment”) is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Institution”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, successor by name change to \_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) in order to amend the terms of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as amended by \_\_\_\_\_\_\_\_\_\_\_ (the “Agreement” or collectively, the Agreement”).

If the Contractor’s name has changed since the original agreement or most recent agreement because of a merger, acquisition or assignment, please reach out to contracts.reporting@tbr.edu to discuss.