

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
NATIONAL ACTION NETWORK, ACTING THROUGH REV. AL SHARPTON**

This Agreement is made this 6th day of January, 2021, by and between Tennessee State University, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and the National Action Network Inc., acting through the Reverend Al Sharpton, having its principle office located at 561 7th Avenue, 14th Floor New York, NY 10018, hereinafter referred to as the "Contractor."

WITNESSETH

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 Contractor agrees to perform the following services:

During the term of this Agreement, the Contractor agrees to provide services to aid the institution in the achievement of its institutional mission, including, but not limited to, serving as a Distinguished Guest Lecturer from time to time, on a mutually agreeable basis, participating in speaking engagements, and assisting and advising the University on student and faculty recruitment matters. The Contractor shall exercise independence, discretion and control in the delivery of the services rendered under this agreement, or the parties shall mutually agree on matters pertinent to the services rendered under this Agreement.

B. The Institution agrees to compensate the Contractor as follows:

1. Rate of Compensation: \$48,000 total compensation during the term of this Agreement, to be paid upon the submission of monthly invoices as set forth herein.
2. Timetable for Payment: Monthly, upon completion of work or performance and submission of invoice.
3. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

If the Contractor is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Numbers has been assigned to the Contractor by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

4. In no event shall the liability of the Institution under this contract exceed \$48,000.

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

1. Non-Employment by State. The Contractor warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

If the Contractor is an individual, the Contractor warrants that within the past six (6) months, he/she has not been and during the term of this Contract will not become an employee of the State of Tennessee.

2. Non-Discrimination. The parties agree to comply with Title 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, the Americans with Disabilities of 1990 and the related regulations of 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, 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.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to university resources comparable to access that is available to others.

3. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contractor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.
4. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a Contractor or subcontractor under the Institution's contracts.
5. Sales and Use Tax. If the Contractor makes sales to customers in Tennessee of taxable good or services, the Contractor shall be registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall

comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.

6. Insurance. The Contractor, being an independent contractor and not an employee of this Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incidental hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this agreement.
7. Performance Period. The effective date and term of the contract shall be from January 25, 2021, to May 3, 2021.
8. Termination. This Agreement may be terminated by either party by giving written notice to other, at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. This Agreement may be terminated without the above described notice if performance is prevented by an occurrence beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or pandemics, declaration of a federal, state or local state of emergency, or any other similar occurrence or cause. In such an event (known as a "Force Majeure event"), any and all refunds shall be returned for services not already rendered. The Institution may also terminate this Contract if it becomes aware of any threat to personal or public safety arising at the intended time of performance.

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the University shall have the right to immediately terminate this Agreement and withhold payment in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Agreement by the Contractor.

9. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
10. Indemnification. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.
11. Receipts. The Contractor shall maintain documentation for all charges against the University under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) 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 authorized representatives.

12. Non-Assignment. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.
13. Reporting. The Contractor shall submit to the University progress reports upon request by the Institution.
14. Governing Law and Venue. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
15. Travel. As applicable, payment to the Contractor for travel, meals or lodging shall be in the amount of actual cost or per diem, subject to maximum amounts and limitations specified in the State Comprehensive Travel Regulations and State Statutes and TSU policies, as they may be from time to time amended.
16. Forms. The Contractor agrees that no work shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
17. Contract Monitors. Dr. Michael Harris shall serve as the contract monitor as to the academic services, and Ms. Arlene Nicholas-Phillips shall serve as the Contract Monitors for the non-academic related services, including recruiting and speaking engagements, under this Agreement. They can be reached at: mharris50@tnstate.edu; and anichola@tnstate.edu.
18. Rev. Al Sharpton is the Contractor's Coordinator for this Agreement and can be reached through: rebecca@nationalactionnetwork.net.
19. Assent. This Agreement shall not be binding upon the parties until it is approved by the President.
20. Grant Agreements. One of the following clauses shall govern expenditures for personal, professional or consulting services pursuant to grant contracts.

If grant contract does not involve federal money, the following clause shall apply to this Agreement. "The Contractor shall cause to be performed, in accordance with auditing standards prescribed by the Controller of the Treasury of the State of Tennessee, an audit of all its program(s) funder by this contract; provided, however, that any contract for such audit shall be subject to prior approval of the Comptroller of the Treasury of the State of Tennessee, and must be submitted on the standard contract to audits accounts' published by the Controller of the Treasury. The audit may include and be combined with an audit of other programs of the Contractor, and the existence of more than one contract between the Contractor and any agency of the State of Tennessee shall not necessitate more than one (1) audit of the Contractor's programs to be performed every two (2) years."

If grant contract involves federal money, the following clause shall apply to this Agreement:

Within thirty (30) days following written request by the University, Contractor shall make available for inspection and/or audit any and all records related to its performance under this Agreement, which shall include any exceptions noted on the audit. Said records are subject to inspection and audit by representatives of the University and the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative during reasonable business hours throughout the term of this Agreement and for the three (3) years immediately following the University's final payment, Contractor agrees to retain any and all records associated with this Agreement until such time as any disputes arising therefrom are resolved. All audits disallowances under this Agreement shall be the responsibility of the Contractor.

- a. Contractor acknowledges that it is aware of and agrees to comply with Office of Management and Budget (OMB) Circular A-133 or A-128 as appropriate. Contractor agrees to provide University with audit information attesting to the fact that Contractor's records covering the period of this Agreement have been audited in accordance with OMB Circular A-133 or A-128, whichever is appropriate.
- b. Contractor agrees to notify University in writing if at any time during the period of this Agreement it is no longer in compliance with Circular A-133 or A-128 as appropriate, or if there are audit findings that relate specifically to this Agreement. In case of such non-compliance or audit findings, Contractor will promptly provide University with its written plan for corrective action. Audit reports and notifications should be sent to:

Tennessee State University
3500 John A. Merritt Blvd.
Nashville, TN 37209
Attn: Dr. Michael Harris

21. Grant Contracts. If the terms of this contract allow reimbursement for the cost of procuring goods, materials, supplies, equipment or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures), when practicable.
22. Federally Funded Grant Contracts. Reimbursement for the cost of procuring goods, materials or services shall be subject to the Contractor's compliance with applicable federal procurement requirements, if funds for such reimbursement are derived wholly or partially from federal sources.
23. If the Contractor will have access to the University's customers' non-public financial information (e.g., personal information that is maintained by the University to provide a financial product or service, such as a student loan) the following Gramm Leach Bliley Act (GLBA) clause shall apply to this agreement:

"Throughout the term of this Agreement, Contractor shall implement an Information Security Program ('the Program') and maintain 'appropriate safeguards,' as required by 16 C.F.R. § 314, for all 'customer information,' (as that term is defined in 16 C.F.R § 314.2(b)) obtained by or provided to Contractor pursuant to this Agreement. Contractor shall promptly notify the Institution, in writing, of each instance of (i) unauthorized access to or use that nonpublic financial customer information that could

result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that nonpublic financial

customer information.

Contractor shall forever defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Contractor's failure to meet any of its obligations under this provision. Contractor shall further agree to reimburse the University for its direct damages (e.g., cost to reconstruct lost or altered information) resulting from any security breach, loss, or alteration of nonpublic financial customer information caused by the Contractor or its subcontractor or agents.

Contractor grants University the right to conduct on-site audits, as deemed necessary by the University, of the Contractor's Program to ensure the integrity of the Contractor's safeguarding of the University's customers' nonpublic financial information.


University retains the right to unilaterally terminate the Agreement, without prior notice, if Contractor has allowed a material breach of its program in violation of its obligation under the GLBA, if Contractor has lost or materially altered nonpublic financial customer information, or if the University reasonably determines that Contractor's Program is inadequate.

Within thirty (30) days of the termination or expiration of this Agreement, Contractor shall, at the election of University, either: (1) return to the University or (2) destroy (and shall cause each of its agents to destroy) all records, electronic or otherwise, in it or its agent's possession that contains such nonpublic financial customer information and shall deliver to the University a written certification of the destruction."


24. The Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.
25. If applicable to the Contract, Contractor agrees to comply with relevant National Collegiate Athletic Association ("NCAA") legislation, interpretations and policies, located on the NCAA website at <http://www.ncaa.org/> and as amended from time to time, on the use of student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in relevant NCAA Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees that it will immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to the University in the manner prescribed by this Contract for communicating with the University. Contractor also acknowledges that this obligation is a material term of this Contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

NATIONAL ACTION NETWORK, INC.

By:  2/8/2021
Rev. Al Sharpton Date

TENNESSEE STATE UNIVERSITY

By:  President 01/25/2021
Dr. Glenda Glover Title Date