

AGREEMENT BETWEEN THE UNIVERSITY OF TENNESSEE AND
THE TENNESSEE HEARING AND SPEECH FOUNDATION, INC.
FOR THE USE AND OPERATION OF THE HEARING AND SPEECH
CENTER AT KNOXVILLE

THIS SUPPLEMENTAL AGREEMENT, made and entered into on the 3rd day of August, 1968, by and between THE UNIVERSITY OF TENNESSEE, a public educational corporation of Knoxville, Tennessee, hereinafter sometimes referred to as University, and the TENNESSEE HEARING AND SPEECH FOUNDATION, INC., a general welfare corporation incorporated under the laws of the State of Tennessee, of Nashville, Tennessee, hereinafter sometimes referred to as Foundation.

W I T N E S S E T H:

WHEREAS, the General Assembly of the State of Tennessee by Chapter 327 of the Public Acts of 1957 authorized the State of Tennessee acting through the State Building Commission to acquire sites and to construct and equip buildings for hearing and speech centers at three locations in the State, one of which was constructed in Knoxville, and

WHEREAS, Chapter 230 of the Public Acts of 1957 named a committee composed of the Commissioner of Public Health, the Governor and the Attorney General and authorized said committee to negotiate and execute contracts for the management and operation of the hearing and speech center buildings, and said chapter 230 authorized said committee to lease the hearing and speech buildings to the Tennessee Hearing and Speech Foundation, Inc., upon such terms and for such periods as are necessary, and further authorized said Foundation to sub-lease, sub-let, and assign to similar organizations upon such terms and conditions as may be approved by the above named committee, and

WHEREAS, by Lease Agreement dated April 23, 1958, said

committee did lease the hearing and speech building at Knoxville to the Tennessee Hearing and Speech Foundation, Inc. for a term of 99 years and did authorize said Foundation to sub-lease, sub-let and assign to similar organizations upon such terms and conditions as may be approved by the above named committee, and

WHEREAS, the Hearing and Speech Center at Knoxville was constructed on the campus of The University of Tennessee so that the clinical and training programs could be expanded and carried on in the new building which was designed and planned to include facilities for programs whereby University students in training may observe and participate in clinical practices under proper supervision, and whereby the Hearing and Speech Center shall be able to render greater services throughout the area, and

WHEREAS, the East Tennessee Hearing and Speech Center is presently operating the Hearing and Speech Center located on The University of Tennessee campus, and

WHEREAS, the parties contemplate that by mutual consent of all parties the agreement between the East Tennessee Hearing and Speech Center and the Foundation for the administration and operation of the Hearing and Speech Center will be terminated effective September 1, 1966, and the parties desire that the University assume complete administration, management and operation of the Hearing and Speech Center effective September 1, 1966, and

WHEREAS, the University and the Foundation entered into an Agreement on the 14th day of April, 1958 for the use and operation of the Hearing and Speech Center at Knoxville, Tennessee, and now desire to enter into this new Agreement in regard to the use, operation, management, and administration

of the Hearing and Speech Center, and

NOW THEREFORE, in consideration of the mutual benefits to each, the parties hereto mutually covenant and agree as follows:

(1) The parties hereto will cooperate in the use and operation of the said Center, in accordance with the provisions hereof and upon the terms and conditions set forth in a Lease Agreement dated the 23rd day of April, 1958 between the State of Tennessee, The University of Tennessee, and the Tennessee Hearing and Speech Foundation, Inc. for the management and operation of said Center.

(2) The Foundation hereby sub-leases, sub-lets, and assigns to The University of Tennessee, the Hearing and Speech Center at Knoxville, including the building, facilities, and all the equipment and other personal property owned by the State or the Foundation and used in connection therewith. During the term of this agreement the University shall continue to operate the Hearing and Speech Center at the same or greater level of service to the public and shall not in any way diminish the clinical services of the Hearing and Speech Center. The University agrees that the professional services offered and the facilities maintained by the University for the public shall be of such standard, character and quality as meet the requirements, standards, and rules and regulations of the Professional Services Board of the American Board of Examiners in Speech Pathology and Audiology, excepting cases of emergency such as shortage of trained personnel due to war or other causes beyond the reasonable control of the University. The foregoing provision is intended to refer to a rating organization established and approved by the American Speech and Hearing Association such as the Professional

Services Board of the American Board of Examiners in Speech Pathology and Audiology, regardless of how it may be known or designated in the future, and it is further intended that the requirements, standards, rules and regulations shall be those of the rating organization on the date when any rating is given or made so that the University will offer services in keeping with the technological changes and advancements in this profession.

(3) The University is hereby granted the right and permission to use said Center and its facilities for the teaching and training of students in hearing and speech clinical practice activities.

(4) It is mutually agreed by and between the parties hereto that the details of use and operation, personnel, teaching, and services shall be within the sole discretion of the University.

(5) The parties agree that the name of the Hearing and Speech Center shall be The University of Tennessee Hearing and Speech Center or other name selected by the University.

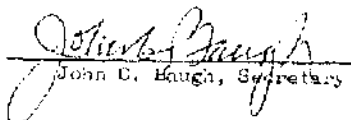
(6) This Agreement supersedes the prior Agreement between The University of Tennessee and the Tennessee Hearing and Speech Foundation, Inc. dated the 14th day of April, 1958.

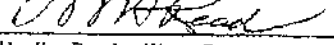
(7) This Agreement shall continue in force and govern all transactions between the parties hereto during the continuance of said Lease Agreement dated April 23, 1958.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by their respective officers duly authorized on the date first above written.

ATTEST:

THE UNIVERSITY OF TENNESSEE


John C. Haugh, Secretary

BY: 
W. H. Read, Vice President

ATTEST:

Robert S. ...
Secretary

TENNESSEE HEARING AND SPEECH
FOUNDATION, INC.

BY: *W. H. ...*
President

APPROVED:

STATE OF TENNESSEE

BY: *Frank C. Clement*
Frank C. Clement
Governor

BY: *R. H. Hutcheson*
R. H. Hutcheson, Commissioner
Department of Public Health

BY: *George F. McCausless*
George F. McCausless
Attorney General