**Summary**

UT Contract #: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

UT Vendor #: Click or tap here to enter text.

Supplier’s representative: Click or tap here to enter text.

 Name: Click or tap here to enter text.

 Email: Click or tap here to enter text.

**Agreement**

This supplier agreement is dated Click or tap to enter a date., and is between Click or tap here to enter text. (“Supplier”), and The University of Tennessee, an instrumentality of the State of Tennessee (“University”).

**Background**:

* The University of Tennessee, a public university system, is composed of the following:
	+ Campuses:
		- Chattanooga;
		- Health Science Center;
		- Knoxville; and
		- Martin.
	+ Institutes:
		- Institute of Agriculture (which includes the University’s College of Veterinary Medicine);
		- Institute for Public Service; and
		- Space Institute.
	+ Administration:
		- University System Administration.
* The University published a bid solicitation (# #2018-01-170145035) on 5/1/2018.
* The University awarded to Supplier.

**Agreement**: The parties agree as follows:

1. **Terms; Renewal; Termination:**
	1. Term: This agreement begins on the date stated in the introductory clause and ends at 11:59 PM Central Time on 10/31/2023.
	2. Renewal: Upon mutual written agreement, the parties may extend this agreement through 10/31/2028.
	3. Termination: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
2. **Services**: Supplier shall provide the goods or services, or both, stated in Schedule 1.
3. **Financial**:
	1. Pricing: Supplier’s pricing is stated in Schedule 1.
	2. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
4. **Records; Audit**:
	1. Records: Supplier will maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier will maintain its records for at least 3 years, and will maintain its records in accordance with generally accepted accounting principles.
	2. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.
5. **Debarment**: Supplier hereby states that the following are true statements:
	1. Supplier is not currently debarred by the U.S. federal government.
	2. Supplier is not currently suspended by the U.S. federal government.
	3. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.
6. **Nature of Agreement**:
	1. No Required Quantities or Minimum Amounts: Supplier acknowledges that that this agreement does not impose any minimum-quantity or minimum-spend-amount requirements on University. Accordingly, Supplier acknowledge that this agreement is not a requirements contract.
	2. Not Exclusive: Supplier acknowledges that this agreement does not impose any exclusivity obligations on the University.
7. **Fraudulent Orders**: Supplier is solely responsible for ensuring that Supplier fulfills only legitimate orders. The University is not responsible for any fraudulent orders (for purposes of this agreement, “fraudulent orders” means any order that is not: (a) made by the University, or (b) for the University’s official use.
8. **Background Checks**:
	1. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For proposes of this agreement, “criminal conduct” means charges filed by any government agency, excluding non-moving violations and speeding violations.
	2. Tennessee Abuse Registry; Tennessee Sex Offender: Supplier must inform the University’s Office of Procurement Services immediately if any of Supplier’s employees or sub-contractors are listed in:
		1. The Tennessee Abuse Registry.
		2. The Tennessee Sex Offender Registry.
	3. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
9. **Premises Rules**: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in full compliance with, University’s rules, practices, and policies (collectively referred to as “rules.”). For example, Supplier shall ensure that it complies with the University’s applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
10. **Conduct**: Supplier will make reasonable efforts to ensure that Supplier’s employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University’s Office of Procurement Services any complaints about Supplier’s employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier’s employee emits smells that indicate that the individual consumed alcohol recently).
11. **Assignment**: Supplier may not assign any rights or delegate any of Supplier’s obligations under this agreement to any other person or entity.
12. **University Policies**:
	1. Non-Solicitation: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
	2. Gift Acceptance: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
13. **Communication**: Supplier shall ensure that its representatives coordinate with the University’s System Office of Procurement Services before engaging in marketing, communication, or other outreach efforts. Supplier shall not conduct any demonstrations, email marketing campaigns, etc. without first obtaining the written approval of the University’s System Office of Procurement Services. Moreover, Supplier shall not contact individual University employees regarding anything other than providing customer-service on orders without first obtaining the written approval of the University’s System Office of Procurement Services.
14. **Cooperative Procurement**: The University intends to promote efficient procurement methods. Accordingly, Supplier acknowledges that any government agency in the United States and U.S. territories (including public universities) may enter into separate agreements with Supplier, incorporating this agreement. The University is not responsible for third parties who utilize this agreement.
15. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
16. **Force Majeure**: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
17. **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.
18. **Governing Law**: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability is governed by the Tennessee Claims Commission Act.
19. **Waiver of Claims**:
	1. Supplier’s Intent: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
	2. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
	3. Materiality: The University and Supplier state that this clause is material to this agreement.
20. **Notice**:
	1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
	2. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
		1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
		2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
	3. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier**:

 **[add notice address here]**

**University**:

Legal notices only; do not send invoices to this address:

 The University of Tennessee

 5723 Middlebrook Pike

 Knoxville, TN 37921-5946

 ATTN: Office of Procurement Services

 Fax: 865-974-2701

 Email: contracts@tennessee.edu

* 1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
1. **Registration with Tennessee Department of Revenue**: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
2. **Iran Divestment Act**: The Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief the Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
3. **Use of University Intellectual Property**: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.
4. **Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.
5. **Severability**: The parties intend as follows:
	1. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
	2. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
	3. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
6. **Modification; Waiver**:
	1. Modification:
		1. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
		2. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>.
	2. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
7. **Counterparts**: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
8. **Attached Schedules**: Supplier must comply with all attached Schedules.
9. **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s invoices, order forms, or other Supplier-provided items contain terms, Supplier acknowledges that Supplier’s terms do not apply to the University. Further, in the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

The parties are signing this agreement on the date stated in the introductory clause.

**The University of Tennessee** Click or tap here to enter text.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1: Scope of Work; Pricing**

***to be mutually negotiated***

**Schedule 2: Insurance**

***to be mutually negotiated***

**Schedule 3: Supplier Relationship Management**

***to be mutually negotiated***