This agreement is dated \_\_\_\_\_\_\_\_\_, and is between The University of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Supplier”) [be sure to state the country where the supplier is located].

The parties agree as follows:

1. Deliverables: *[describe deliverables]*
2. Costs: *[describe costs—remember, Accounts Payable will review every invoice, so please be sure to reflect all costs accurately; also, the best practice would be to obtain a pro forma invoice and use the invoice to describe the deliverables and costs]*
3. Pricing and Payment:
	1. Payment Terms: *[insert terms]*
	2. Pricing Accuracy: Supplier shall make reasonable efforts to ensure that Supplier charges the University accurate pricing for 100% of University’s order. Supplier shall take the following steps to self-audit Supplier’s pricing: *[describe]*
	3. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
	4. PaymentWorks: Supplier must register as a vendor in University’s vendor-management system, PaymentWorks.
4. Ordering & Delivery: *[describe]*
5. Cancelling Orders: *[describe]*
6. Restocking Fees: *[describe]*
7. Warranty: *[describe]*
8. Shipping: *[complete all shipping information or delete if not relevant]*
	1. Arrangement: Supplier will arrange shipping goods to the University’s specified locations.
	2. Costs: *[state who will pay for shipping]*
	3. Shipping Insurance: *[describe]*
	4. Third-Party Carrier: *[describe]*
		1. Reporting Damages: *[describe]*
		2. Declared Value: *[describe]*
	5. Title: The University takes title to the goods upon University’s physical receipt of goods.
	6. Damages: Supplier is responsible for all damages that occur during shipment, regardless of cause, until the University takes title to the goods. The University may inspect the goods at any time from the point that University takes title to 4 business days later. Within the 4 business day period, the University may reject any goods without penalty by providing the Supplier notice.
9. Returns: *[if applicable]*
10. Refunds: *[if applicable]*
11. Miscellaneous:
	1. **Invoices:**  Supplier’s invoices must at least contain the following:
		1. **Billed to “The University of Tennessee”**
		2. **Itemized description of the goods or services purchased, including unit of measure and unit price**
		3. **Supplier’s name and address**
		4. **Transaction date**
		5. **Transaction total**

* 1. **Assignment:** Neither party may assign this agreement, or any right or duty, or enter into a subcontract for any of the services performed under this agreement, without the prior written approval of an authorized official of both parties.

* 1. **Governmental Restrictions:** In the event any governmental restrictions are imposed which would necessitate alteration of the material, work quality or performance of the items offered on this bid prior to their delivery. Supplier must notify the University promptly regarding the potential impact. University may accept any such alteration, including any price adjustments, or to cancel the order at no expense to the University.

* 1. **Supplier Adherence to Agreement:**Supplier may only sell goods or services listed in the University’s purchase order. If Supplier sells items not listed in the University’s purchase order, the University may terminate the purchase order immediately.
	2. **No Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.**

* 1. **Governing Law:** The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern this agreement.
	2. **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.
	3. 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 Customer. 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 Customer.
	4. Debarment: Supplier hereby attests 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.
	5. Iran Divestment Act: Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106
1. Records; Audit:
	1. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall 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.
	3. Assistance: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this agreement.
2. 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.
3. Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University’s name, marks, logos, 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. 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.
	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.

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

**The University of Tennessee Supplier**

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

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

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