This standard zero-dollar agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”).

The parties agree as follows:

1. Term and Termination:
	1. Term: The term of this agreement begins on Click or tap to enter a date. and ends on Click or tap to enter a date..
	2. Termination:
		1. For Cause: If Company materially breaches this agreement, University may terminate this agreement immediately.
		2. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
	3. Scope: See Schedule 1.
2. Financial: This agreement is a zero-dollar agreement. Neither party will pay the other under this agreement.
3. Compliance:
	1. Premises Rules: When Company is physically present on University property, Company shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in act full compliance with, University’s rules, policies, and procedures (collectively referred to as “rules.”). For example, Company 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).
	2. Conduct: Company shall make reasonable efforts to ensure that Company’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. Company must report, within 24 hours, to the University’s Office of Procurement Services any complaints about Company’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. Company’s employee emits smells that indicate that the individual consumed alcohol recently).
	3. 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.
4. Insurance: Supplier shall comply with Schedule 2 (Insurance). **Delete this clause, this red text, and Schedule 2 if the “Insurance” language is inapplicable.**
5. General:
	1. Assignment: This agreement is personal to Company. Accordingly, Company may not assign any rights or delegate any duties under this agreement.
	2. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability will be governed by the Tennessee Claims Commission Act.
	3. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to $300,000 per claimant and $1,000,000 per occurrence.
	4. Use of University Intellectual Property: Except as allowed in this section, Company 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, Company may list the University’s name in Company’s list of clients.
	5. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
	6. 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.
	7. Modification; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. 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 an authorized official of 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.
	8. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
	9. Force Majeure:
		1. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party’s inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section this section (D)(9)(iii).
		2. For purposes of this agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.
		3. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.
	10. 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 (iv) 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.

**Company**: See Schedule 1.

**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. 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 that Company maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

**The University of Tennessee Company**

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

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

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

**Schedule 1: Scope**

Company address for notices:

University department name and address for notices:

Scope:

University’s obligations:

Company’s obligations:

**Schedule 2: Insurance**

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements*:*** Supplier’s policies shall include, or be endorsed to include, the following provisions:
	1. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
	2. The Supplier’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation*:*** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days’ prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days’ prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management

5723 Middlebrook Pike, Ste. 218

Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers’ notification to that effect.

1. **Acceptability of Insurers*:*** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an “A.M. Best” rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
2. **Verification of Coverage*:*** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

1. **Subcontractors:**Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
2. **Approval:**Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
3. **Waiver of Subrogation**: Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

1. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

|  |  |
| --- | --- |
| Workers Compensation (WC): | Statutory Limits – required in all contracts |
| Employers’ Liability Each Accident | $ 100,000 |
| Employers’ Liability Disease – each employee | $ 100,000 |
| Employers’ Liability Disease – policy limit | $ 500,000 |
| Commercial General Liability (CGL): |  |
| Each Occurrence Limit | $ 1,000,000 |
| Damage to Rented Premises – Ea. Occ. | $ 300,000 |
| Medical Expense – any one person | $ 10,000 |
| Personal & Advertising Injury Limit | $ 1,000,000 |
| General Aggregate Limit | $ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | $ 2,000,000 |

Automobile Liability

 Combined Single Limit – each accident $ 1,000,000