This work-made-for-hire agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Supplier”). The parties agree as follows:

1. Work: Supplier will provide:
2. Timeline:
   1. Initial draft: Supplier must provide University with an initial draft by 5:00 PM Eastern Time on \_\_\_\_\_\_\_\_\_\_. University will communicate any requested changes to Supplier within \_\_\_\_ days of University receiving Supplier’s draft.
   2. Supplier must provide the final draft to University by 5:00 PM Eastern Time on \_\_\_\_\_\_\_\_. University may reject the final draft by providing notice to Supplier. University retains sole discretion to determine whether Supplier’s draft is acceptable. If University accepts Supplier’s final draft, University will notify Supplier.
3. Compensation: University will pay Supplier $\_\_\_\_ for Supplier’s services. Supplier must invoice University after providing University with Supplier’s final draft.
4. Work Made for Hire: Supplier acknowledges that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Supplier’s performance under this agreement. Supplier and the University acknowledge that the Supplier's work under this agreement will belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Supplier’s work is not deemed to constitute "work-made-for-hire," Supplier hereby assigns and transfers to the University all of Supplier’s right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Supplier’s performance under this agreement.
5. Supplier’s Use: If University accepts Supplier’s final draft, Supplier may utilize the final draft as a work sample on Supplier’s website or for purposes of providing example work to other potential clients. Supplier must not represent that Supplier is affiliated with University.
6. 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.
7. PaymentWorks: Supplier must register as a vendor in University’s vendor-management system, PaymentWorks.
8. Compliance:
9. Conflicts of Interest:
   * 1. Supplier states that no part of the Supplier’s compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Supplier in connection with any work contemplated or performed under this agreement.
     2. Supplier states that this agreement is immediately void if the Supplier is, or within the past 6 months has been, an employee of the State of Tennessee or if the Supplier is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.
10. Iran Divestment Act: The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, are a material provision of this agreement. Supplier hereby certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
11. 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.
12. 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.
13. Debarment: Supplier hereby attests that the following are true statements:
14. Supplier is not currently debarred by the U.S. federal government.
15. Supplier is not currently suspended by the U.S. federal government.
16. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.
17. General:
18. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
19. Independent Contractor: The parties intend for their relationship to that of independent contractors. Supplier acknowledges that it is not an employee of University.
20. 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.
21. 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.
22. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
23. 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.
24. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
25. 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 Supplier 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 Supplier**

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

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

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