This agreement is for use by The University of Tennessee when it transacts with local or state government agencies (for clarity: this agreement may be used when the University transacts with local or state government agencies within Tennessee and outside of Tennessee).

This standard accounts payable agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [describe Supplier’s status as a government agency] (“Supplier”).

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 Supplier 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. Work: If University terminates this agreement, upon receipt of University’s notice of termination, Supplier shall immediately stop all work under this agreement.
   3. Scope: See Schedule 1.
2. Financial:
   1. Compensation: The Supplier’s scope of work is as follows: See Schedule 1.
   2. Invoices:
      1. Required: Unless the University elects to submit a payment request through the University’s accounts payable process on Supplier’s behalf, Supplier shall invoice the University.
      2. Invoice Contents: Supplier must include the following information on its invoices under this agreement:
         1. Addressed to the University;
         2. Invoice number (assigned by Supplier);
         3. Invoice date;
         4. Transaction date;
         5. Supplier name;
         6. Supplier contact for invoice questions (name, phone, or email);
         7. Supplier remittance address;
         8. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
         9. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
         10. Amount due for each compensable unit of good or service; and
         11. Total amount due for the invoice period.
      3. Late Payment: University’s payment will not be considered late unless University pays later than 45 calendar days after receiving Supplier’s invoice.
   3. 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.
   4. PaymentWorks: Supplier must register as a vendor in University’s vendor-management system, PaymentWorks.
3. Compliance:
   1. 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 Contract
      2. Supplier states that this Contract 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.
   2. 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.
   3. 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 purposes of this agreement, “criminal conduct” means (a) that the person is listed on any state’s sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
      2. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
   4. Premises Rules: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to:
      1. Avoid alcohol use;
      2. Avoid illegal drug use;
      3. Avoid smoking;
      4. Comply with all access restriction protocols;
      5. Comply with applicable firearms laws;
      6. Comply with applicable parking regulations.
   5. Conduct: Supplier shall 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).
4. General:
   1. Assignment: This agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this agreement.
   2. University Liability: 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, 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.
   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. Amendment; 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. 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.
   10. 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 this section.
       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.
   11. 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.

**Supplier**: See Schedule 1.

**University**:

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

The University of Tennessee

505 Summer Place- UT Tower #1044

Knoxville, TN 37902

ATTN: Office of Procurement Services

Email: [contracts@tennessee.edu](mailto: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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1: Scope and Financial**

Supplier’s name and address for notices: Click or tap here to enter text.

University department’s name and address for notices: Click or tap here to enter text.

1. Scope:
2. Compensation:
3. Travel: [UT has four options: (a) University will not reimburse Supplier for travel costs; (b) Supplier’s rate includes travel; (c) University will compensate Supplier a mutually agreed, flat-rate for travel; or (d) University will reimburse Supplier under University travel policy]