

The University of Tennessee

Government Payable (UT Pays Supplier) Agreement

Internal Note: This government payable agreement (“Agreement”) is for use by The University of Tennessee on behalf of its Chattanooga campus when it transacts with local or state government agencies.

This standard accounts payable agreement (“Agreement”) is dated _____ (“Effective Date”), and is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”) on behalf of its Chattanooga campus, and _____, [describe Supplier’s status as a government agency] (“Supplier”).

The parties agree as follows:

A. 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:
 - i. For Cause: If Supplier materially breaches this Agreement, University may terminate this Agreement immediately.
 - ii. Unrestricted Right: Either party may terminate this Agreement for any reason by giving the other party at least 30 days’ prior notice.
 - iii. 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.

B. Financial:

1. Compensation: The Supplier’s scope of work is as follows: See Schedule 1.
2. Invoices:
 - i. 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.
 - ii. 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.

iii. 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:

- i. 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.
- ii. 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.
- iii. 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. Debarment: Supplier hereby attests that the following are true statements:

- i. Supplier is not currently debarred by the U.S. federal government.
- ii. Supplier is not currently suspended by the U.S. federal government.
- iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.

5. Background Checks:

- i. 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.

- ii. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
6. 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 act full compliance with, University's rules, policies, and procedures (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).
7. 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).

C. General:

1. Assignment: This Agreement is personal to Supplier. Accordingly, Supplier may not assign any rights or delegate any duties under this Agreement.
2. Independent Supplier: The parties intend for their relationship to that of independent contractors. Supplier acknowledges that it is not an employee of University.
3. 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.
4. 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.
5. 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.

6. Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement.
7. Severability: The parties intend as follows:
 - i. 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;
 - ii. 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
 - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
8. 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.
9. Counterparts: If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
10. 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.
11. Notice:
 - i. 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;
 - ii. 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.
- iii. 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:

[add department's address and contact info]

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

The University of Tennessee on behalf of its
Chattanooga campus
615 McCallie Avenue
Chattanooga, TN 37403

- iv. 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.
- D. 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 on
Behalf of its Chattanooga campus

Signature: _____

Name: Dr. Richard L. Brown

Title: Executive Vice Chancellor

Supplier

Signature: _____

Name: _____

Title: _____

Schedule 1: Scope and Financial

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]