**The University of Tennessee**

**Study Service Agreement**

This study service agreement (“Agreement”) is between The University of Tennessee on behalf of its Health Science Center, an instrumentality of the state of Tennessee (“University”), and Shelby County Healthcare Corporation dba Regional One Health, (“Contractor”). This Agreement is subject to the Clinical Research Agreement, previously executed by the parties, dated, November 7, 2007.

The parties agree as follows:

1. Term: The term of this Agreement begins ­­­­­\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_.

1. Scope: Regional One Health will provide Laboratory and Pharmacy Services for the study, titled:

\_\_\_\_\_\_\_\_\_.

1. Compensation: The University will compensate Contractor for its services as detailed on Schedule 2, which is attached hereto as an integral part of this agreement.

1. Terms and Conditions: The Terms and Conditions set forth on Schedule 1 are attached hereto as an integral part of this agreement.

1. Notice:

Contractor:

 Regional One Health

 877 Jefferson Avenue, Attn: Chief Legal Officer

 Memphis, TN 38103

University:

The University of Tennessee Health Science Center

 62 S. Dunlap, Suite 217

 Memphis, TN 38163

 ATTN: Office of Business Contracts

With a copy to:

 University of Tennessee Health Science Center

 \_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_

[**Signature page follows**]

**Agreed:**

**The University of Tennessee Contractor**

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1: Terms and Conditions**

1. Termination: Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

* 1. Unrestricted Right: Either party may terminate this Agreement for any reason by giving the other party at least 30 days’ prior notice. Unless stated in Schedule 1, University will not be responsible for any damages, including cancellation fees.
	2. Work: If University terminates this Agreement, upon receipt of University’s notice of termination, Contractor shall not start any new work. Upon receipt of University’s notice of termination, Contractor will stop or complete existing work, as the University directs.
	3. Payment for Services Rendered: If University terminates this Agreement, University will pay for any authorized work that Contractor performs through the effective date of termination.

1. Invoices:
	1. Unless the University elects to submit a payment request through the University’s accounts payable process on Contractor’s behalf, Contractor shall invoice the University.
	2. Contractor shall submit monthly invoices to University. Such invoices shall be based on the cost for services performed or goods delivered and reimbursable costs, if any, incurred during the billing period and shall provide adequate information to properly document such costs.
2. Late Payment: University’s payment will not be considered late unless University pays later than 45 calendar days after receiving Contractor’s invoice.

1. Records; Audit:
	1. Records: Contractor shall maintain records for all expenses for which Contractor invoices the University under this Agreement. Contractor 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 Contractor under this Agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Contractor’s records that relate to this Agreement.
	3. Assistance: Contractor shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Contractor complies with its obligations under this Agreement.

1. PaymentWorks: Contractor must register as a vendor in University’s vendor-management system, PaymentWorks.

1. Conflicts of Interest:
	1. Contractor states that no part of the Contractor’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

Contractor in connection with any work contemplated or performed under this Agreement.

* 1. Contractor states that this Agreement is immediately void if the Contractor is, or within the past 6 months has been, an employee of the State of Tennessee or if the Contractor 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.

1. 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. Contractor 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.

1. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Contractor 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.

1. Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3306, the Contractor 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.

1. Debarment:

i. Contractor hereby attests that the following are true statements:

* + - 1. Contractor is not currently debarred by the U.S. federal government.
			2. Contractor is not currently suspended by the U.S. federal government.
			3. Contractor is not currently named as an “excluded” Contractor by the U.S. federal government. ii. Supplier must notify University within 2 business days if Supplier is debarred by any organization in the United States.
1. Background Checks: This clause applies if Contractor will provide services on the University’s property.
	1. General Obligation: Contractor will not knowingly assign any individual to provide services to

University if the individual has a history of criminal conduct. For proposes 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.

* 1. Prompt Background Checks: If the University requests, Contractor must perform a comprehensive criminal background check on any Contractor employee or sub-contractor.

1. Premises Rules: When Contractor is physically present on University property, Contractor shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and act in full compliance with, University’s rules, policies, and procedures (collectively referred to as “rules.”). For example, Contractor 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).

1. Conduct: Contractor shall make reasonable efforts to ensure that Contractor’s employees and subcontractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Contractor must report, within 24 hours, to the University’s Office of Procurement Services any complaints about Contractor’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. Contractor’s employee emits smells that indicate that the individual consumed alcohol recently). The parties acknowledge that University may prohibit anyone from entering its campus at any time, due to violations of the law.

1. Assignment: This Agreement is personal to Contractor. Accordingly, Contractor may not assign any rights or delegate any duties under this Agreement.

1. Independent Contractor: The parties intend for their relationship to that of independent contractors. Contractor acknowledges that it is not an employee of University.

1. 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.

1. Self-Insurance and Liability:
	1. 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.
	2. The liability of Contractor is subject to the provisions of the Governmental Tort Liability Act, T.C.A. 29-20-101 *et seq.*, and nothing in this Agreement shall be considered as extending or expanding the limitations on recovery allowed under actions brought against Regional One Health that would otherwise be covered under that statute.

1. Use of University Intellectual Property: Except as allowed in this section, Contractor 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, Contractor may list the University’s name in Contractor’s list of clients.

1. Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement.

1. 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.

1. 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.

1. Counterparts: If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

1. 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 (E)(10)(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.

1. 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 (3) 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. 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. Non-Discrimination: No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

1. Travel: Unless otherwise indicated above, University will not reimburse Contractor for travel costs.

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

**Schedule 2: Compensation**