This standard receivable agreement is between The University of Tennessee on behalf of its Health Science Center, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”).

**Agreement**: The parties agree as follows:

1. Term: The term of this agreement begins \_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Scope of Work:
3. Fees:
4. Invoicing:
	1. Invoices: The University will invoice Customer monthly via email
	2. Disputes: Customer must notify the University of any disputed items on University’s invoice within 10 calendar days of Customer’s receipt of University’s invoice. When providing notice, either party will comply with the Notice section of this agreement. If Customer notifies University of disputed items on an invoice within 10 calendar days, Customer and University will work in good faith to resolve the dispute. If Customer does not notify University of any disputed items on an invoice within 10 calendar days, Customer waives its right to dispute the invoice.
	3. Payment Method: Customer must pay University via check, made payable to The University of Tennessee.
	4. Payment Time: Customer shall pay University within 30 calendar days of Customer’s receipt of University’s invoice. If Customer’s payment is more than 45 calendar days past due, University may suspend its services for Customer, and charge Customer 1.5% interest on late amounts. If Customer is more than 60 calendar days past due, University may immediately terminate this agreement by providing notice to Customer. When providing notice, either party will comply with the Notice section of this agreement.
5. Termination:
	1. Unrestricted Right to Terminate: Except as otherwise specified in the invoicing and payment section below, either party may terminate this agreement, without cause, by providing the other party with notice at least 30 calendar days in advance. When providing notice, either party will comply with the Notice section of this agreement.
	2. Termination for Cause: If the Customer fails to perform its obligations under this agreement in a timely or proper manner, or if Customer materially breaches any provision of this agreement, the University may immediately terminate this agreement by providing notice to Customer.
	3. Amounts Owed: In the event that either party terminates this agreement, Customer shall pay the University for all services provided up until the effective date of the termination of this agreement.
6. 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. Customer 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.
7. 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 (d) 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.

**Customer**:

Address for notices

**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:

Department name and address for notices

* 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. 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:
		1. 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.
		2. Supplier must notify University within 2 business days if Supplier is debarred by any organization in the United States.
2. Assignment: This agreement is personal to Company. Accordingly, Company may not assign any rights or delegate any duties under this agreement.
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. Authorized Officials: This agreement is valid only when signed by authorized officials of University and Customer. A list of University’s authorized officials is located here: <https://procurement.tennessee.edu/contracts/> .
6. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
7. 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.
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. 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.
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. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
12. 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.

Agreed:

**The University of Tennessee Customer**

**on behalf of its Health Science Center**

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

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

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

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