

**THE UNIVERSITY OF TENNESSEE
RECEIVABLE CONTRACT**

This Contract, made and entered into on _____, documents the agreement between the University of Tennessee (hereinafter "UNIVERSITY") and _____ (hereinafter "CONTRACTOR").

This Contract consists of this cover page, the University's Receivable Terms and Conditions, and ____ additional pages. Terms contained on this cover page and the University's Receivable Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The University will provide the following:

The Period of Performance under this Contract is from _____ through _____. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the University shall be entitled to receive pro rata compensation for work completed as of the termination date.

The **CONTRACTOR** will reimburse the **UNIVERSITY** \$_____ per _____ up to a maximum of \$_____.

Other terms (Put N/A if none):

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

ADDRESS:

FOR UNIVERSITY:

DEPARTMENT NAME:

PHONE:

RESPONSIBLE ACCOUNT:

FEDERAL ID #:

Name:

Title:

Anthony A. Ferrara

Vice Chancellor / Chief Financial Officer

Date

Date

**THE UNIVERSITY OF TENNESSEE
RECEIVABLE TERMS AND CONDITIONS**

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. Either Party may terminate this Contract by giving the Other Party at least thirty (30) days written notice before the effective termination date. The University shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.
4. If the University fails to perform properly its obligations under this Contract or violates any term of this Contract, the Contractor shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The University shall not be relieved of liability to the Contractor for damages sustained by breach of the Contract by the University.
5. The University shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Contractor.
6. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
7. The University shall maintain documentation for all charges against the Contractor under this Contract. The books, records and documents of the University, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the Contractor or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
9. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract.
10. The University shall have no liability except as specifically provided in this Contract.
11. Both Parties shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
12. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.