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

The parties agree as follows:

1. Term: The term of this agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_\_.
2. Scope:
   1. University’s obligations:
   2. Company’s obligations:
3. Financial: This agreement is a zero-dollar agreement. Neither party will pay the other under this agreement.
4. 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.
5. Termination:
   * 1. For Cause: If Company 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.
6. General:
   1. Assignment: This agreement is personal to Company. Accordingly, Company may not assign any rights or delegate any duties under this agreement.
   2. 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.
   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, Company 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, Company may list the University’s name in Company’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. 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.
   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. 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.
   10. 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.

**Company**:

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

Agreed:

**The University of Tennessee Company**

**on behalf of its Health Science Center**

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

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

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

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