

**THE UNIVERSITY OF TENNESSEE**

**CONTRACT**

**for the State of Tennessee and its instrumentalities, including the Tennessee Board of Regents**

This Contract, made and entered into on \_\_\_\_\_, documents the agreement between The University of Tennessee (hereinafter University) and \_\_\_\_\_ (hereinafter Contractor). **Both parties are instrumentalities of the State of Tennessee.**

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

The Contractor 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 Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate Contractor \$\_\_\_\_\_ per \_\_\_\_\_.

Other payment terms (N/A if none): \_\_\_\_\_

The University's maximum financial obligation under this Contract is \$\_\_\_\_\_.

Other terms (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:**

_____ Signature	_____ Printed Name	_____ Date
_____ Title	_____ Federal ID	_____ Telephone
_____ Address		

**FOR UNIVERSITY:**

_____ Department Name	_____ Department Responsible Fund	_____ Departmental Signature (optional)	
_____ University Authorized Official Signature	_____ Printed Name / Title	_____ Date	

## UNIVERSITY'S STANDARD TERMS AND CONDITIONS

### FOR THE STATE OF TENNESSEE AND ITS INSTRUMENTALITIES

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor 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 University.
4. 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.
5. 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 nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
6. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
7. This Contract shall be governed by the laws of the State of Tennessee. Both parties are instrumentalities of the State of Tennessee. Therefore, in the event of a dispute, the liability of either party to the other will be governed by the Tennessee Claims Commission Act.
8. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 9. This Contract is only valid if it is between the University and the State of Tennessee or any instrumentality of the State of Tennessee. Both parties are instrumentalities of the State of Tennessee and any dispute that cannot be resolved by good faith negotiation will be submitted to the Tennessee Claims Commission.**