This agreement, effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Supplier”).

The parties agree as follows:

This agreement is governed by the terms of [describe the SWC, TBR, or LGI contract by name of the agreement, date of the agreement, and agreement number].

The [name of agreement] is attached as Schedule 1.

* 1. Term: The term of this agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [term cannot exceed the term of the underlying agreement, and the term must end on the last day of a calendar month. That might mean ending the agreement early, if the underlying agreement ends on a day other than the last calendar day of a month].
  2. Termination:
     1. For Cause: If Supplier 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. Unless stated in Schedule 1, University will not be responsible for any damages, including cancellation fees.
     3. Work: If University terminates this agreement, upon receipt of University’s notice of termination, Supplier shall immediately stop all work under this agreement.
  3. Insurance: Supplier shall comply with Schedule 2 (Insurance).

The parties are signing this agreement on the date listed in the introductory clause.

**The University of Tennessee Enter name of other party**

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

Name: Anthony A. Ferrara Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Sr. Vice Chancellor for Finance and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administration, Chief Financial Officer

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

**Schedule 1**

**(placeholder, please add the underlying agreement)**

**Schedule 2: Insurance**

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements*:*** Supplier’s policies shall include, or be endorsed to include, the following provisions:
   1. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
   2. The Supplier’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation*:*** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days’ prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days’ prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management

5723 Middlebrook Pike, Ste. 218

Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers’ notification to that effect.

1. **Acceptability of Insurers*:*** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an “A.M. Best” rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
2. **Verification of Coverage*:*** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

1. **Subcontractors:**Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
2. **Approval:**Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
3. **Waiver of Subrogation**: Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

1. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

|  |  |
| --- | --- |
| Workers Compensation (WC): | Statutory Limits – required in all contracts |
| Employers’ Liability Each Accident | $ 100,000 |
| Employers’ Liability Disease – each employee | $ 100,000 |
| Employers’ Liability Disease – policy limit | $ 500,000 |
| Commercial General Liability (CGL): |  |
| Each Occurrence Limit | $ 1,000,000 |
| Damage to Rented Premises – Ea. Occ. | $ 300,000 |
| Medical Expense – any one person | $ 10,000 |
| Personal & Advertising Injury Limit | $ 1,000,000 |
| General Aggregate Limit | $ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | $ 2,000,000 |

Automobile Liability

Combined Single Limit – each accident $ 1,000,000