

The University of Tennessee Contract

This Cost Reimbursement Contract documents the agreement between The University of Tennessee (hereinafter "UNIVERSITY"), and [name of sponsor] (hereinafter "CONTRACTOR").

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

The University will provide the following:

(Describe work/project briefly; if a longer statement of work is desired, include it as an attachment to the contract and refer to it here by name or as "Attachment A", etc.)

The period of performance under this Contract is from [start date] through [end date]. However, either party may terminate this contract by giving at least thirty (30) days written notice before the effective termination date, in which the University shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The CONTRACTOR will reimburse the UNIVERSITY monthly upon receipt of invoice.

The CONTRACTOR'S maximum payment obligation under this contract is \$[total contract amount].

Other terms:

Checks should be made payable to The University of Tennessee at Chattanooga, and should be mailed to the following address:

Harriet Neely
Business and Financial Affairs
201 Founders Hall, Dept # 5705
The University of Tennessee at Chattanooga
615 McCallie Avenue
Chattanooga, TN 37403-2598

Except for checks and payment information, any correspondence and/or communication regarding this contract should be addressed as follows:

[Name of PI/PD]
[Name of PI/PD Department and Department Mailing Code]
The University of Tennessee at Chattanooga
615 McCallie Avenue
Chattanooga, TN 37403-2598
Telephone: P.I. Phone
Email: P.I. email

Copy to:

Meredith Perry, Director
Office of Partnerships and Sponsored Programs, Dept # 4905
The University of Tennessee at Chattanooga
615 McCallie Avenue
Chattanooga, TN 37403-2598

Telephone: 423-425-4431
Email: Meredith-Perry@utc.edu

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 University's performance under this Contract.

All funds provided by Contractor under this Agreement may be used at the discretion of the University. Contractor approval is not required for budget revisions by University.

This Contract shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against either party.

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

FOR CONTRACTOR

FOR UNIVERSITY

Name: (add)
Title: (add)
Address: (add)
Telephone: (add)

Date: _____

Richard L. Brown, Executive Vice Chancellor

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 this 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 elsewhere in this Contract, 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 non-discrimination.
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.