

The University of Tennessee

International Purchase Agreement—Services

This International Purchase Agreement – Services (“Agreement”) is entered into as of _____ (“Effective Date”), and is between The University of Tennessee on behalf of its Chattanooga campus (“University”), and _____ (“Supplier”) **[be sure to state the country where Supplier is located]**.

The parties agree as follows:

1. Services: *[describe deliverables]*
2. Costs: *[describe costs—remember, accounts payable will review every invoice, so please be sure to reflect all costs accurately; also, the best practice would be to obtain a pro forma invoice and use the invoice to describe the deliverables and costs]*
3. Payment Terms: *[insert terms]*
4. Period of Performance: This Agreement begins on _____ and ends on _____.
5. Miscellaneous:
 - a. Invoices: Supplier’s invoices must at least contain the following:
 - i. Billed to “The University of Tennessee”
 - ii. Itemized description of the goods or services purchased
 - iii. Supplier’s name and address
 - iv. Dates of service
 - v. Transaction total
 - b. Assignment: Neither party may assign this Agreement, or any right or duty, performed under this Agreement, without the prior written approval of an authorized official of both parties.
 - c. Governing Law: The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern this Agreement.
 - d. 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 Supplier’s invoices, order forms, or other Supplier-provided items contain terms, Supplier acknowledges that Supplier’s terms do not apply to the Customer. Further, in the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to Customer.

- e. Debarment: Supplier hereby attests that the following are true statements:
 - i. Supplier is not currently debarred by the U.S. federal government.
 - ii. Supplier is not currently suspended by the U.S. federal government.
 - iii. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.

 - f. Iran Divestment Act: Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
6. Records; Audit:
- a. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this Agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
 - b. Audit: During the term of this Agreement and for 3 years after the last payment from the University to Supplier under this Agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this Agreement.
 - c. Assistance: Supplier shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Supplier complies with its obligations under this Agreement.
7. 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.
8. Use of University Intellectual Property: Except as allowed in this section, Supplier 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, Supplier may list the University’s name in Supplier’s list of clients.
9. Modification; Waiver:
- a. Modification:
 - i. No amendment of this Agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this Agreement.
 - ii. Only the University’s authorized officials have the authority to bind the University.

- b. Waiver: 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 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.

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

The University of Tennessee on behalf of
Its Chattanooga campus

Supplier

Signature: _____

Signature: _____

Name: Dr. Richard L. Brown

Name: _____

Title: Executive Vice Chancellor

Title: _____