

## Standard Receivable (Payment to UTC) Agreement

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This standard receivable Agreement (“Agreement”) is dated \_\_\_\_\_ (effective date), and is between The University of Tennessee at Chattanooga, an instrumentality of the state of Tennessee (“University”), and [Click or tap here to enter text.](#) (“Customer”).

**Agreement:** The parties agree as follows:

1. **Term:** The term of this Agreement begins on [Click or tap to enter a date.](#) and ends on [Click or tap to enter a date.](#).
2. **Termination:**
  - a. **Unrestricted Right to Terminate:** Except as otherwise specified in the invoicing and payment section below, either party may terminate this Agreement, without cause, by providing the other party with notice at least 30 calendar days in advance. When providing notice, either party will comply with the Notice section of this Agreement.
  - b. **Termination for Cause:** If the Customer fails to perform its obligations under this Agreement in a timely or proper manner, or if Customer materially breaches any provision of this Agreement, the University may immediately terminate this Agreement by providing notice to Customer.
  - c. **Amounts Owed:** In the event that either party terminates this Agreement, Customer shall pay the University for all services provided up until the effective date of the termination of this Agreement.
3. **Scope of Work:** See Schedule 1.
4. **Fees:** See Schedule 1.
5. **Invoicing and Payment:**
  - a. **Invoices:** See Schedule 1.
  - b. **Disputes:** Customer must notify the University of any disputed items on University’s invoice within 10 calendar days of Customer’s receipt of University’s invoice. When providing notice, either party will comply with the Notice section of this Agreement. If Customer notifies University of disputed items on an invoice within 10 calendar days, Customer and University will work in good faith to resolve the dispute. If Customer does not notify University of any disputed items on an invoice within 10 calendar days, Customer waives its right to dispute the invoice.
  - c. **Payment Method:** Customer must pay University via check, made payable to The University of Tennessee.

- d. Payment Time: Customer shall pay University within 30 calendar days of Customer's receipt of University's invoice. In the event that Customer's payment is more than 45 calendar days past due, University may suspend its services for Customer, and charge Customer 1.5% interest on late amounts. In the event that Customer is more than 60 calendar days past due, University may immediately terminate this Agreement by providing notice to Customer. When providing notice, either party will comply with the Notice section of this Agreement.
  
- 6. Debarment: Customer hereby attests that the following are true statements:
  - a. Customer is not currently debarred by the U.S. federal government.
  - b. Customer is not currently suspended by the U.S. federal government.
  - c. Customer is not currently named as an "excluded" supplier by the U.S. federal government.
  
- 7. Notice:
  - a. 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;
  - b. Subject to sub-section (d) 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:
    - i. 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
    - ii. 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.
  - c. 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.

**Customer:** See Schedule 1.

**University:**

UTC Contact: \_\_\_\_\_

Legal notices only; do not send invoices to this address:

The University of Tennessee  
505 Summer Place- UT Tower #1044  
Knoxville, TN 37902  
ATTN: Office of Procurement Services  
Email: [contracts@tennessee.edu](mailto:contracts@tennessee.edu)

- d. 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.
8. 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.
9. 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.
10. Authorized Officials: This Agreement is valid only when signed by authorized officials of University and Customer. A list of University's authorized officials is located here: <https://procurement.tennessee.edu/contracts/> .
11. Amendment; 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.
12. Severability: The parties intend as follows:
  - a. 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;
  - b. 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
  - c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

13. Counterparts: If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

14. 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.

Agreed: The parties are signing this Agreement on the effective date listed in the introductory clause of this Agreement.

**The University of Tennessee at  
Chattanooga**

**Customer**

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

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

Brent Goldberg, Vice Chancellor for  
Finance and Administration

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

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

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

## Schedule 1

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Supplier address for notices: Click or tap here to enter text.

University department name and address for notices: Click or tap here to enter text.

1. Scope:
2. Compensation:
3. Invoicing: The University will invoice Customer via Choose an item. Click or tap here to enter text..