DUAL SERVICES

### MEMORANDUM OF AGREEMENT

## FOR EMPLOYEE SERVICES

 **TENNESSEE STATE UNIVERSITY**

VENDOR PARTY PROCURING PARTY

This Memorandum signifies agreement of the above parties concerning the provision of employee services. The agreement is as follows:

1. Vendor agrees to furnish the services of its full-time employee,

Social Security or Employee ID Number who will perform the following services for the Procuring Party:

 .

2. Compensation to Vendor Party:

 Base Amount

 FICA-Medicare

 Retirement: 🞏 TCRS or 🞏 ORP

**Total:**

 Maximum liability of Procuring Party: $

3. Payment will be made by Procuring Party after completion of service and after receipt of invoice from Vendor Party, mailed to the following address:

 Tennessee State University

 3500 John A. Merritt Boulevard

 Nashville, Tennessee 37209-1561

 Attention: Accounts Payable

 Note: Please reference the contract and purchase order numbers on invoice.

4. Contract term shall be from to .

5. Coordinators: Vendor Party: Tel:

 Procuring Party: Tel:

6. Either party may terminate this agreement by giving notice to the other at least \_\_\_\_ days before the effective date of termination. In that event, Vendor Party shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date. In addition, Procuring Party shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed in the event that the employee fails to perform in a timely and proper manner or breaches any material term of this agreement.

7. This agreement cannot be assigned or subcontracted without the written consent of all parties.

8. During the performance of this agreement both parties warrant that they will not discriminate against any employee or applicant for employment because of race, age, religion, creed, color, sex, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

Dated this day of , .

# VENDOR PARTY PROCURING PARTY

By: By:

 Dr. Glenda Glover

Title: Title: President

APPROVED:

FINANCE & ADMINISTRATION

(If other party is not a TBR/UT Institution)

By:

Title:

Date: