**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TENNESSEE STATE UNIVERSITY**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS MEMORANDUM OF UNDERSTANDING,** by and between **TENNESSEE STATE UNIVERSITY,** A Tennessee Board of Regents system institution, hereafter referred to as “**University”** or “TSU”, and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_.”

**WHEREAS,** Tennessee State University, with a primary business address at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209, is a public institution governed by the Tennessee Board of Regents to provide public education;

**WHERE,** (Contractor Name), with a primary business address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, is an (Institution of Higher Ed., Independent, private owned, public owned, corporation, etc.)

**WHEREAS,** (This paragraph states the purpose for the MOU) Tennessee State University has a mutual interest in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. During the academic year, and

**WHEREAS,** Tennessee State University (Institution reason for entering into the MOU) and the (Name of Organization) seek to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NOW THEREFORE,** In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Memorandum of Understanding according to the provisions set out herein:

A. TSU agrees to the following:

1.

2.

3.

B. (Name of other party) agrees to the following:

1.

2.

3.

C. The parties agree that the following essential terms and conditions shall apply in the

interpretation and performance of this agreement:

1. The parties hereto, in the performance of this MOU, shall not act as employee,

partners, joint ventures or associates of one another. It is expressly acknowledge by

the parties hereto that the parties are independent contracting entities and that nothing

in this MOU shall be construed to create an employer/employee relationship or to

allow either to exercise control or direction over the manner or method by which the

other transacts its business affairs or provides its usual services. The employees or

agents of one party shall not be deemed or construed to be the employees or agents of

the other party for any purpose whatsoever.

2. Each Party shall comply with applicable federal, State and Municipal laws, advice, rules and

regulations, which are applicable to the performance of this MOU.

3. Neither party shall be responsible for personal injury or property damage or other loss

except that resulting from its own negligence or the negligence of its employees or

others for whom the party is legally responsible.

4. This MOU shall in no way be interpreted as creating an agency or employment

relationship between the parties.

5. The effective date of this MOU shall be from to \_ .

6. This MOU may be terminated by either party by giving written notice to the

other, at least \_\_ days before the effective date of termination.

7. The delay or failure of performance by either party shall not constitute default under

the terms of this MOU, nor shall it give rise to any claims against either party for

damages. The sole remedy for breach of this MOU shall be immediate termination.

8. This MOU may be modified only by written amendment executed by all

parties hereto.

9. The Contractor shall not assign this MOU or enter into sub-contracts for the work

described herein without obtaining the prior written approval of the institution.

10. Each party shall be solely liable for payment of its portion of all claims, liability,

costs, expenses, demands, settlements, or judgments resulting from negligence,

actions or omissions of itself or those for whom it is legally responsible relating to or

arising Under this Agreement. Any and all monetary claims against the State of

Tennessee, its officers, agents, and employees in performing any responsibility

specifically required under the terms of this Agreement shall be submitted to the

Board of Claims or the Claims Commission of the State of Tennessee and shall

be limited to those provided for in T.C.A.§ 9-8-307.

11. No person shall be excluded from participation on the grounds of handicap or

disability, race, color, sex, national origin, sexual orientation, veteran status or

any classification protected by Federal or Tennessee State Law.

12. During the course and scope of providing its services, hereunder, TSU and/or (Name

of Organization) may gain knowledge or have access to Confidential Information of

the other party, or otherwise have Confidential Information made available to it only

to the extent necessary to perform the duties within the course and scope of this

MOU. The parties agree that their respective personnel will use Confidential

Information for no purpose that is unaffiliated with performing the function outlined

in this MOU. Each party is permitted to disclose Confidential Information only to its

personnel with need to access such data as a necessary part of the performance of

this MOU.

13. If any terms and conditions of this MOU are held to be invalid or unenforceable as A

matter of law, the other terms and conditions hereof shall not be affected thereby

and shall remain in full force and effect. To this end, the terms and conditions of this

MOU are declared severable.

14. All instructions, notices, or other communications required or contemplated by this

MOU shall be in writing and shall be made by e-mail, facsimile transmission, by

first class mail, addressed to the respective party at the appropriate address as set

forth below or such other party, as may be hereafter specified by written notice.

Organization (TSU): \_

Name: \_

Title:. \_

Telephone: \_

Email:

15. The State of Tennessee is self-insured and does not carry or maintain commercial

general liability insurance. Any and all claims against the State of Tennessee,

including the University or its employees, shall be heard and determined by the

Tennessee Claims Commission in the manner prescribed by law. Damages

recoverable against the institution shall be expressly limited to claims paid by the

Claims Commission pursuant to T.CA. Section 9-8-301 et seq.

16. This MOU contains the entire agreement of the parties with respect to the

subject matter hereof. The provisions hereof may be renewed, modified or

waived only by an Amendment in writing signed by both parties.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

**Contractor-Add Name TENNESSEE STATE UNIVERSITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Dr. Glenda Glover\_\_\_\_\_\_\_\_\_\_\_

President

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