TENNESSEE STATE UNIVERSITY

DUAL SERVICES AGREEMENT

**TENNESSEE STATE UNIVERSITY**

PROCURING PARTY VENDOR PARTY

This Dual Services Agreement (the “Agreement”) signifies the agreement of the above parties concerning the provision of employee services according to the provisions set out herein.

1. Vendor Party agrees to furnish the services of its full-time employee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who will perform the following services for Procuring Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Compensation to Vendor Party:

 Base Amount

 FICA (6.20%)

 Medicare (1.45%)

 Retirement

**Total: \_\_\_\_\_\_\_\_\_\_**

The maximum financial obligation of Procuring Party shall be the total listed above plus a 10% margin to account for changes in retirement plans or rates.

1. Payment will be made by Procuring Party after completion of services and receipt of invoice(s) from Vendor Party, as submitted to: accountspayable@tnstate.edu.
2. The term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
3. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days before the effective date of termination. In that event, Vendor Party shall be entitled to receive just and equitable compensation for 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 Vendor Party or its employee fails to perform in a timely and proper manner or breaches this Agreement.
4. This Agreement shall not be assigned or subcontracted without the written consent of all parties.
5. The parties agree that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination in the performance of this Agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by law.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF,** the parties, through their duly authorized representatives, have set forth their signatures below:

**TENNESSEE STATE UNIVERSITY [INSERT VENDOR PARTY NAME]**

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

Name: Dwayne Tucker Name:

Title: President Title:

Date: Date: