

Contract ID# _____

TBR - DSA 0 2
(For use with dual services agreements)

MEMORANDUM OF AGREEMENT
FOR EMPLOYEE SERVICES

VENDOR PARTY

PROCURING PARTY

THIS MEMORANDUM signifies agreement of the above parties concerning the provision of employee services. The agreement, made this _____ day of _____, 20____, is as follows:

1. Vendor Agency agrees to furnish the services of its employee _____, Social Security No. _____, who will perform the following services for Procuring Party:

2. Compensation to Vendor Party - Rate \$ _____ for services plus staff benefits at _____% retirement and _____% FICA. 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:

4. Contract Term: _____.

5. Either party may terminate this agreement by giving written notice to the other at least _____ days before the effective date of termination. In that event, Vendor 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.

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

7. During the performance of this contract 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 will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, a 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 _____, 2003.

(Vendor Party)

(Procuring Party)

By: _____

By: _____

Title: _____

Title: _____

APPROVED:
TN BOARD OF REGENTS*

FINANCE AND ADMINISTRATION*

By: _____ By: _____

*When required

(Rev. 1/01)