

DUAL SERVICES  
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 is as follows:

1. Vendor agrees to allow for the services of its full-time employee named,

\_\_\_\_\_.

2. The last four digits of the employees Social Security No. is \_\_\_\_\_.

3. The employee shall perform the following services for the procuring party:

\_\_\_\_\_  
\_\_\_\_\_

4. Compensation to the vendor party:

\_\_\_\_\_ Base Amount  
\_\_\_\_\_ FICA  
\_\_\_\_\_ Medicare  
\_\_\_\_\_ Retirement

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

Maximum liability of procuring party \$\_\_\_\_\_.

5. Payment will be made by procuring party after completion of service and after receipt of invoice from vendor party, mailed to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Contract term: \_\_\_\_\_.

7. 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.
  
8. This agreement cannot be assigned or subcontracted without the written consent of all parties.
  
9. 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, age disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, 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.\*

\* Number 9 may be omitted from agreements: between TBR institutions, between TBR and UT, and between TBR and any other state entity; however, some state entities may require this provision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(VENDOR PARTY)

(PROCURING PARTY)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED:

FINANCE AND ADMINISTRATION

(If the other party is not a TBR/UT institution)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_