

MEMORANDUM AGREEMENT
BETWEEN
THE UNIVERSITY OF TENNESSEE
AND

(Enter Name of State Agency or Board of Regents Institution)

This memorandum of understanding between _____,
(The University of Tennessee or State Agency)
_____ and _____,
(University Department or State Agency Division) (The University of Tennessee or State Agency)
_____ sets forth the terms of the agreement which has
(University Department or State Agency Division)
been made between the parties with respect to services to be provided by employees of
_____ as follows:
(University Department or State Agency)

1. Vending Agency:

(The University of Tennessee or State Agency)

(The University of Tennessee Department or State Agency Division)

2. Procuring Agency:

(The University of Tennessee or State Agency)

(The University of Tennessee Department or State Agency Division)

3. Employee Name(s):

(Full Name)

(Full Name)

4. Description of Services:

5. Term of This Agreement:

The term of this agreement shall be from _____ to _____ ..
(Beginning Date) (Ending Date)

6. Termination of This Agreement:

This agreement may be terminated by either party by giving written notice to the other at least _____ days before the effective date of termination. In such event, the Vending Party shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

7. Modification of This Agreement:

This agreement may be modified only by written amendment executed by all parties.

8. Total Compensation:

The Procuring Party agrees to compensate the Vending Party for said services in the amount of \$_____, which includes applicable staff benefit costs in the amount of \$_____ (*specify staff benefits rates if for an extended period*). In no event shall the liability of the Procuring Party under the agreement exceed \$_____.

9. Terms of Payment:

The full amount of \$_____ shall be due and payable upon completion of services and upon receipt of an invoice from the Vending Party. (*Specify periodic billing terms of agreement is for an extended period.*) Invoices should be addressed and mailed to:

10. Required Approvals: (*Enter one of the following statements here as appropriate.*)

*(If the agreement is with a State agency other than a Board of Regents Institution and the amount involved **does not** exceed \$1,500, enter the following statement.)*

This agreement shall not be binding upon the parties until approved by an authorized representative of The University of Tennessee and by the _____
(State agency)

and the required informational copies have been forwarded to the Tennessee Department of Finance and Administration and the Tennessee Department of Personnel.

(If the agreement is with a State agency other than a Board of Regents Institution and the amount involved exceeds \$1,500, enter the following statement.)

This agreement shall not be binding upon the parties until approved by an authorized representative of The University of Tennessee and by the _____
(State agency)

and approved by the Tennessee Department of Finance and Administration and the Tennessee Department of Personnel.

(If the agreement is with a Board of Regents Institution, enter the following statement.)

This agreement shall not be binding upon the parties until approved by an authorized representative of The University of Tennessee and by an authorized representative of the

(Board of Regents Institution)

(If The University of Tennessee is the Vending Party under this agreement, add the following provision.)

11. Employee Compensation:

The University of Tennessee, as the Vending Party, will compensate its employee(s) rendering said services by: *(check one)*

Workload credit covered by employee's regular salary

Extra Service Pay Authorization

(YES)

(NO)

The employee has been so informed

(Add further provisions as appropriate)

Approved:

STATE OF TENNESSEE *(or Board of Regents Institution)*

THE UNIVERSITY OF TENNESSEE

(Name of Individual)(Title of State Agency or Board of Regents Official)

(Name and Title of Authorized University Official)

(If agreement is for an amount exceeding \$1,500 and with a State agency other than a Board of Regents Institution, add the following approvals.)

(Name of Individual)
TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION

(Name of Individual)
TENNESSEE DEPARTMENT OF PERSONNEL

(If the agreement is with a State agency other than a Board of Regents Institution, add the following statement at this point.)

This memorandum agreement is prepared in accordance with Tennessee Department of Finance and Administration Rule Number 0620-3-2-.01, which sets forth the policy and procedures regarding the performance of services by a State employee for a State agency other than the one by which he or she is employed.