



# Dual Appointment Agreement Borrowed Services Memorandum of Understanding

This is a Memorandum of Understanding, effective \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of Regents of the University System of Georgia by and on behalf of \_\_\_\_\_, hereinafter referred to as "Home Institution," and \_\_\_\_\_, hereinafter referred to as "Requesting Institution."

WHEREAS, the Parties wish to enter into an agreement relating to employee borrowed services.

NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter set forth, the Parties agree as follows:

## **A. PURPOSE:**

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, in allowing the Requesting Institution to borrow the employment services of an employee of the Home Institution, hereinafter referred to as "Employee."

## **B. GENERAL PROVISIONS:**

1. *Employee.* Information identifying Employee is as follows:
  - a. Name: \_\_\_\_\_
  - b. Title: \_\_\_\_\_ Employee ID: \_\_\_\_\_
  - c. Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_
2. *Term.* The term of this Memorandum shall be for a period of not more than \_\_\_\_\_ months from the effective date but may be extended upon written agreement by both institutions.
3. *Reporting and Administration.* The Employee shall coordinate all work and services performed at the Requesting Institution directly with \_\_\_\_\_ FULL NAME AND TITLE.
4. *Compensation – to be fully funded by Requesting Institution.*
  - a. *Salary.* The annual base salary for Employee under this Memorandum shall be: \_\_\_\_\_.
  - b. *Related Fringes.* The fringes included as part of this Agreement are:
    - Taxes,  Retirement,  Health & Welfare Benefits,
    - Other:
      - (i) Housing: \$ \_\_\_\_\_ per month.
      - (ii) Other: \_\_\_\_\_ \$ \_\_\_\_\_ per month.
  - c. *Deductions.* In addition to related fringes and benefits, other such deductions shall be included in all invoices from Home Institution and paid by the Requesting Institution, including the following:
    - (i) Parking: \$ \_\_\_\_\_ per month.
    - (ii) Meal Plan: \$ \_\_\_\_\_ per month.
    - (iii) Other: \_\_\_\_\_ \$ \_\_\_\_\_ per month.
5. *Payment.* Home Institution shall invoice the Requesting Institution monthly, or upon termination of services, (whichever comes earlier) for all payments made by Home Institution to Employee on behalf of Requesting Institution.
6. *Timecard Approval.* Home Institution shall ensure timecard submission and approval in accordance with USG policies and procedures.

7. *Required Travel.* Any travel expenses incurred by Employee on behalf of the Requesting Institution shall be paid directly by that institution. All State of Georgia and USG travel authorization and approval procedures and reimbursement stipulations apply.

The requesting institution will cover all applicable travel. Employee must utilize the Home Institution's travel process through Home Institution's accounting office.

8. No provision of this Memorandum shall be contrary to any provision of O.C.G.A § 45-10-20.

**C. REQUESTING INSTITUTION RESPONSIBILITIES:**

1. Proactively ensures work hours requested are in compliance with USG Employee Categories Policy.
2. Initiate and execute the Memorandum of Understanding – Employee Borrowed Services at least 30 days before the Employee's start date with the requesting institution (whenever possible).
3. Pays Home Institution for work completed within a 30-day billing cycle or before end of the fiscal year (whichever is sooner), unless otherwise agreed upon.
4. Ensures ACA compliance monitoring, if applicable.
5. Assists the Home Institution to ensure compliance with Federal and State laws, including but not necessarily limited to immigration, FLSA (overtime), and effort reporting, if applicable.
6. Pays overtime, if applicable.
7. Notifies Home Institution of any changes to the Memorandum, including changes related to compensation, employee category, and/or employee discontinuing work.
8. Negotiates travel expense payment, if applicable, with Home Institution and employee.
9. Maintains minimal credentialing of any borrowed employee for SACS/COC compliance with the Home Institution.
10. Performs any background check necessary for the position the Employee will occupy.

**D. HOME INSTITUTION RESPONSIBILITIES:**

1. Executes the Borrowed Services Memorandum of Understanding – Employee Borrowed Services prior to the start of work for Employee.
2. Invoices the Requesting Institution for payment made to the employee.
3. Maintains Employee personnel data and records.
4. Proactively ensures work hours requested follow the Employee Categories Policy.
5. Primarily responsible for ensuring compliance with Federal and State laws, including but not necessarily limited to immigration, FLSA (overtime) and effort reporting where applicable.
6. Assumes personnel-related liabilities associated with both engagements, i.e. leave accruals, FMLA, worker's compensation, etc.
7. Pays overtime, if applicable.
8. Ensures ACA compliance monitoring, if applicable.
9. Negotiates travel expense payment, if applicable, with Requesting Institution and employee.
10. Shares minimal credentialing of any borrowed employee for SACS/COC compliance with Requesting Institution.

**E. MUTUAL RESPONSIBILITIES:**

1. *Compliance.* This MOU is subject to all Board of Regents/University System of Georgia and institutional policies.
2. *Entire Agreement.* This MOU sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
3. *Amendment.* This MOU contains all the terms between the parties and may be amended only in writing signed by both parties.

4. *Counterparts.* This MOU may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

Department: \_\_\_\_\_

Dated: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**REQUESTING INSTITUTION:**

\_\_\_\_\_  
Name **(Department)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name **(Administrative Upline)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name **(CHRO or Designee)**

\_\_\_\_\_  
Title

**HOME INSTITUTION:**

\_\_\_\_\_  
Name **(Department)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name **(Administrative Upline)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Name **(CHRO or Designee)**

\_\_\_\_\_  
Title

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Signature and Date

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Name **(President)**

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Signature and Date

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Signature and Date

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Name **(President)**

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Signature and Date