COLBY COLLEGE
WATERVILLE, MAINE
INDEPENDENT CONTRACTOR MEMORANDUM AGREEMENT

This agreement between the President and Trustees of Colby College (the "College") and _____
(the "Contractor") , defines the terms under which the Contractor will provide services as an independent contractor to the College.

The Contractor agrees to furnish services to the College as follows:

Date(s): _____

Location: _____

Description of service: _____

Fee for services: _____
Other costs billable
to the College: _____

Other conditions: _____

_____

This agreement has been requested by_____ _____ _____
Department Name Authorized Signature Account Number

Disbursement Instructions: Date check needed_____ Campus Mail_____ or Postal Mail_____

It is understood and agreed that:

a) The Contractor is a United States citizen or a United States resident for federal tax purposes. If not, please place an"X" here _____ and state your country of residence _____.

b) The Contractor in executing this agreement and in providing services under this agreement is an independent contractor. The Contractor and the employees of the Contractor will not be considered employees of the College for any purpose or in any respect.

c) The Contractor, if self-employed, will pay self-employment taxes with respect to all amounts paid by the College to the Contractor hereunder.

d) The Contractor will bear sole responsibility for all employees of the Contractor, including, without limitation, sole responsibility for their workers' compensation, unemployment compensation, and all applicable taxes and benefits, and will indemnify and hold the College harmless with respect thereto.

e) The College assumes no responsibility for any withholding taxes, FICA (Social Security and Medicare) contributions, workers' compensation, unemployment compensation, or any other taxes, payments, benefits or contributions.

f) The Contractor will determine the manner and means of providing services hereunder, and will perform those services to the satisfaction of the College. The Contractor will not assign this agreement to any person or legal entity.

g) The Contractor at its sole expense will furnish all materials, equipment, tools, and other items necessary in connection with services provided hereunder.

h) This agreement will be governed by the laws of the State of Maine and will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

In witness whereof, each of the parties has caused this agreement to be executed by an individual authorized to enter into contracts on its behalf.

Dated: ___ Dated: ___

Contractor
By: _____

College
By:_____
Richard C. Nale ($5000 and up)

Title: _____

Title: Associate Director of Human Resources

Substitute W-9 (to be completed by Contractor)

Name _____

Address _____

_____

Check appropriate line for federal tax

_____ Individual/Sole Proprietor _____ Exempt Payee
_____C Corporation
_____S Corporation
_____Partnership
_____Trust/Estate
_____Limited Liability Company (C=C Corporation, S=S Corporation, P=Partnership)

Part I Taxpayer Identification No. : Social Security No. _____ or Employer Identification No._____

Part II Certification- Under penalties of perjury, I certify that:

1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3) I am a U.S. citizen or other U.S. person. (An individual who is a U.S. citizen or U.S. resident alien).

Certification Instructions- You must cross out item 2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature: _____ Date_____