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 and 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.

i) Colby College is a carbon-neutral campus. The Contractor agrees to review the College’s ongoing energy and resource reduction priorities and to strive to implement efforts to further those priorities. Please visit: http://www.colby.edu/green/buildings/operations/ for more information.

j) This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If the College exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that it shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

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: _________________

Contractor ______________________________ By: ______________________________

Title: ______________________________ By: ______________________________

College ______________________________ Title: Chief Financial Officer and Vice President for Administration

Substitute W-9 (to be completed by Contractor) Check appropriate line for federal tax Exemptions

Exemptions

Name: __________________________________________ Address: __________________________________________

Individual/Sole Proprietor Exempt Payee Code (if any)

C Corporation Exemption from FATCA reporting code

S Corporation (if any)

Partnership (C=C Corporation, S=S Corporation, P=Partnership)

Trust/Estate

Limited Liability Company

Part I Taxpayer Identification 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).

4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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: ______________________________