

**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: \_\_\_\_\_  
(Fees shall not be paid on an hourly basis without prior approval from the Director of Risk Management or Associate Controller.)

Other conditions: \_\_\_\_\_ Department: \_\_\_\_\_ Approved By: \_\_\_\_\_ Cost Center: \_\_\_\_\_

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 assistants of the Contractor, and to the extent those assistants are employees, shall bear sole responsibility for supervising their work and 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 control the means and progress of the services hereunder except as to the final results, 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 warrants that Contractor has a substantive investment in the facilities, tools, instruments, materials, and knowledge used in connection with services provided hereunder.
- h) Contractor warrants that Contractor is customarily engaged in an independently established trade, occupation, profession or business to provide the services.
- i) This is not an exclusive arrangement and Contractor may provide similar services to other clients.
- j) Contractor shall indemnify the College against any claims arising from Contractor's professional negligence.
- k) 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.
- l) As part of Contractor's engagement, Contractor may have access to confidential information belonging to the College. Contractor shall: (i) maintain in strictest confidence such confidential information and use such confidential information only for purposes of the engagement; (ii) not disclose any such confidential information outside of Contractor's business organization and only disclose or permit the use of such confidential information on a need to know basis; and (iii) return such confidential information to the College upon the expiration or termination of the engagement or agreement.
- m) 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.

Contractor  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

College  
By: \_\_\_\_\_  
Elizabeth McGlinn (Under \$5,000)  
Title: Controller

**Substitute W-9 (to be completed by Contractor)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Check appropriate line for federal tax**

- \_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_ C Corporation
- \_\_\_\_ S Corporate
- \_\_\_\_ Partnership
- \_\_\_\_ Trust/Estate
- \_\_\_\_ Limited Liability Company

**Exemptions**

Exempt Payee Code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

(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).
  - 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 \_\_\_\_\_