

**UNIVERSITY OF MAINE SYSTEM  
PERSONAL SERVICE CONTRACT**

PROJECT TITLE _____
DOLLAR AMOUNT\$ _____ COMMENCEMENT DATE _____ TERMINATION DATE _____

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is by and between the University of Maine System hereinafter called the "University" and the Contractor. This document consists of \_\_\_\_\_ pages, including attachments.

WHEREAS THE UNIVERSITY AND THE CONTRACTOR DO MUTUALLY AGREE THAT:

- 1) This contract shall commence upon the date it is signed by both parties and shall terminate on \_\_\_\_\_.
- 2) The individual Contractor agrees to the Specifications of Work, to be Performed as described in ATTACHMENT A, herein incorporated. Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request.
- 3) The University shall pay the Contractor for personal services rendered upon submittal and approval of invoices, net 30, as follows:
  - A. The total of all payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - B. The University shall pay the Contractor at the rate of \$\_\_\_\_\_ per (hour, week, semester, entire project).
  - C. Reimbursement for travel: (check one)  
  
\_\_\_\_ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.  

**OR**

\_\_\_\_ Contractor will be reimbursed for pre-approved travel, lodging, and meals in an amount not to exceed \$\_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted with invoice for reimbursement.
  - D. Other expenses (postage, printing, phone, etc.) shall not exceed \$\_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted with invoice for reimbursement.
- 4) The Contractor is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, workers' compensation and similar benefits available to University employees will accrue. The Contractor further understands that annual information returns as required by the Internal Revenue Code and Maine's Income Tax Law will be filed by the University with copies sent to the Contractor. The Contractor is obligated to pay all taxes as may be required by IRS and/or State laws. (Complete and return W9, attached)
- 5) Contractor agrees that the University controls only the result of the work as described in Attachment A but does not control the means used to accomplish the result as specified.
- 6) Contractor agrees that the University does not set the hours per day or number of days per week that Contractor works. The Contractor is responsible for setting hours per day and days per week in order to successfully complete the work as specified.
- 7) Contractor agrees to be responsible for the hiring and paying of additional workers and resources as may be necessary to successfully complete the work as specified in Attachment A.
- 8) Contractor agrees to provide all materials and tools required to perform as per the contract.
- 9) The University understands that the Contractor is free to seek out business opportunities with other individuals or companies, as is its normal course of business, throughout the term of this contract.

- 10) The Contractor will indemnify, defend and save harmless the University, its officers, agents and employees from any claim or loss resulting to any person, firm or corporation in connection with the performance of this agreement, including costs for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this agreement or based on any libelous or other unlawful matter contained in such data.
- 11) This agreement may be amended only in writing with the mutual consent of both parties.
- 12) This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
- 13) This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
- 14) No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
- 15) This Contract shall be governed and interpreted according to the laws of the State of Maine without reference to its conflicts of laws provisions.
- 16) This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
- 17) The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
- 18) Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 19) Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

IN WITNESS WHEREOF, the University and the Contractor have executed this Agreement

BY THE CONTRACTOR

FOR THE UNIVERSITY

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SS# Fed ID \_\_\_\_\_

Univ. Acct.# \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Equal Opportunity STATEMENT:** In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities. Questions and complaints about discrimination in any areas of the University should be directed to the campus Equal Opportunity Director.

**Attachment A**

**Specifications of Work to be Performed**

The individual Contractor agrees to the **Specifications of Work to be Performed** as follows:

Additional Attachments, if applicable:

\_\_\_\_\_ Insurance Requirements: Attachment B hereby incorporated by reference.

\_\_\_\_\_ Standards for Safeguarding Information or Safeguarding Customer

\_\_\_\_\_ Information: Attachment C, hereby incorporated by reference.

# Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you.

If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

## Part 1 Tax Status:

Print Name: \_\_\_\_\_

Address (number, street, and apt. or suite no.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

### Complete One:

Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_  
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

Partnership EIN \_\_\_\_ - \_\_\_\_\_

Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y** **N**

2. Corporation providing medical services? **Y** **N**

Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_\_

Government Entity EIN \_\_\_\_ - \_\_\_\_\_

Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

All other Entities EIN \_\_\_\_ - \_\_\_\_\_

**Part 2 Exemption:** If exempt from Form 1099 reporting, check here:   
**and circle your qualifying exemption reason below**

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

## Part 3 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. person (including a 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 of U.S. person: \_\_\_\_\_ Date \_\_\_\_\_

**Please return this form with the attached contract. Thank you for your cooperation.**

**Attachment B**

**Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverages and limits required under this section and such insurance has been approved by the University; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor have been so obtained and approved by the Contractor.