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.

Office of Finance and Treasurer
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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
Signed________________________________ Name________________________________
Title________________________________ Address________________________________

SS# Fed ID___________________________ Univ. Acct.#___________________________

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 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.

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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:

_____ Special Terms and Conditions: Attachment C, hereby incorporated by reference.
_____ Standards for Safeguarding Information or Safeguarding Customer Information: Attachment D or E, hereby incorporated by reference.

Office of Finance and Treasurer
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Form W-9

Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Part I</th>
<th>Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>(as shown on your income tax return)</td>
</tr>
<tr>
<td>Business name, if different from above</td>
<td></td>
</tr>
<tr>
<td>Check appropriate box:</td>
<td></td>
</tr>
<tr>
<td>Individual/ Sole proprietor</td>
<td></td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Exempt from backup withholding</td>
<td></td>
</tr>
<tr>
<td>Address (number, street, and apt. or suite no.)</td>
<td>Requestor's name and address (optional)</td>
</tr>
<tr>
<td>City, state, and ZIP code</td>
<td></td>
</tr>
<tr>
<td>Account number(s) (if any)</td>
<td></td>
</tr>
</tbody>
</table>

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), 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).

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | Signature of U.S. person | Date

Purpose of Form
A person who is required to file an information return with the IRS must obtain a correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien) for your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct or you are waiting for a number to be issued,
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

For federal tax purposes, you are considered a person if you are:
- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7701-9 for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,
Attachment B

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

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

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.
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

ATTACHMENT D

This Attachment addresses the Contractor’s responsibility for safeguarding Confidential Information.

1. Standards for Safeguarding Information: The Contractor agrees to safeguard Confidential Information obtained or accessed in the course of this engagement.

   a. Confidential Information: Confidential Information may include but is not limited to addresses, phone numbers, financial information, bank account numbers, other employee and student personal information, and Social Security numbers, in both paper and electronic format.

2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

3. Return or Destruction of Confidential Information:

   a. Except as provided in Section 3(b), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Confidential Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all Confidential Information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of Confidential Information, including any compilations derived from and allowing identification of any individual’s Confidential Information. Except as provided in Section 3(b), Contractor shall return (or destroy) Confidential Information within 30 days after termination, cancellation, or expiration of this Agreement.

   b. To the extent that Contractor can presently determine that in the course of maintaining adequate business records to comply with record retention or other requirements, that returning or destroying the confidential information in the future will be infeasible, Contractor shall provide below the conditions that make return or destruction infeasible and shall indicate the types of records that Contractor intends to retain. If, upon termination of this Agreement, the Contractor is required to retain information in addition to that indicated below, Contractor shall notify the University in writing of the conditions that make return or destruction of such additional information infeasible and the types of records retained. If, upon termination of the Agreement, Contractor determines that retaining the items indicated below is not required, Contractor will return to the University or destroy all confidential information within 30 days after termination, cancellation, or expiration of this Agreement.
Upon mutual agreement of the parties that return or destruction of confidential information is infeasible, Contractor shall extend the protections of the Agreement including this Attachment to such confidential information and limit further uses and disclosures of such confidential information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such confidential Information.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4. Term and Termination:
   a. This Attachment shall take effect upon execution:

   b. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
      i. Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
      ii. Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or
      iii. Terminate the Agreement immediately

   c. Before exercising any of these options, the University shall provide written notice to Contractor describing the violation and the action it intends to take.

5. Subcontractors and Agents: If Contractor provides any Confidential Information received from the University, or created or received by Contractor on behalf of the University to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Maintenance of the Security of Information: Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the
confidentiality, integrity, and availability of all maintained or transmitted information received from the University, or created or received by Contractor on behalf of the University.

7. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor’s report shall identify; (i) the nature of the unauthorized use or disclosure (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

8. Survival: The respective rights and obligations of Contractor under Section 12 of the Contract or Section 3 of this Attachment shall survive the termination of this Agreement.
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING CUSTOMER INFORMATION

ATTACHMENT E

This Attachment addresses compliance with the requirements of the Gramm Leach Bliley Act ("GLB") dealing with the confidentiality of customer information and the applicable Federal Trade Commission Safeguard Rules.

1. Definitions:
   a. **Customer Financial Information** includes Student Financial Information (defined below) and all other information required to be protected under the Gramm Leach Bliley Act, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Customer Financial Information includes both paper and electronic records.

   b. **Student Financial Information** is information that the University has obtained from or about a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of Student Financial Information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers, in both paper and electronic format.

2. **Prohibition of Unauthorized Use or Disclosure of Customer Financial Information**: Service Provider agrees to hold the Customer Financial Information in strict confidence. Service Provider shall not use or disclose Customer Financial Information received from the University, or created or received by Service Provider on behalf of the University except as permitted or required by the Agreement including this Attachment, as required by law, or as otherwise authorized in writing by the University.

3. **Safeguard Standard**: Service Provider agrees that it will protect the Customer Financial Information received from, or created or received by Service Provider on behalf of the University according to Federal Trade Commission rules and regulations and commercially acceptable standards.

4. **Return or Destruction of Customer Financial Information**:
   a. Except as provided in Section 4(b), upon termination, cancellation, or expiration of the Agreement, for any reason, Service Provider shall cease and desist all uses and disclosures of Customer Financial Information and shall immediately return or destroy (if University gives written permission to destroy) in a reasonable manner consistent with GLB, all Customer Financial Information received from the University, or created or received by Service Provider on behalf of the University, provided, however, that Service Provider shall reasonably cooperate with the University to ensure that no original Customer Financial Information records are destroyed. This provision shall apply to Customer Financial Information that is in the possession of subcontractors or agents of Service Provider.
Service Provider shall retain no copies of Customer Financial Information, including any compilations derived from and allowing identification of Customer Financial Information. Except as provided in Section 4(b), Service Provider shall return (or destroy) all Customer Financial Information within 30 days after termination, cancellation, or expiration of the Agreement.

b. To the extent that Service Provider can presently determine that in the course of maintaining adequate business records to comply with record retention or other requirements, that returning or destroying the Customer Financial Information in the future will be infeasible, Service Provider shall provide below the conditions that make return or destruction infeasible and shall indicate the types of records that Service Provider intends to retain. If, upon termination of this Agreement, the Service Provider is required to retain information in addition to that indicated below, Service Provider shall notify the University in writing the conditions that make return or destruction of such additional information infeasible and the types of records retained. If, upon termination of the Agreement, Service Provider determines that retaining the items indicated below is not required, Service Provider will return to the University or destroy all Customer Financial Information within 30 days after termination, cancellation, or expiration of this Agreement. Upon mutual agreement of the parties that return or destruction of Customer Financial Information is infeasible, Service Provider shall extend the protections of the Agreement including this Attachment to such Customer Financial Information and limit further uses and disclosures of such Customer Financial Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Customer Financial Information.
5. **Term and Termination:**
   a. This Attachment shall take effect upon execution.

   b. In addition to the rights of the Parties established by the underlying Agreement, if the University reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Agreement, the University, in its sole discretion, shall have the right to:
      i. Inspect the data that has not been safeguarded and thus has resulted in the material breach of this Agreement, and/or
      ii. Require Service Provider to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or
      iii. Terminate the Agreement immediately

   c. Before exercising any of these options, the University shall provide written notice to Service Provider describing the violation and the action it intends to take.

6. **Subcontractors and Agents:** If Service Provider provides any Customer Financial Information received from, or created or received by Service Provider on behalf of the University to a subcontractor or agent, the Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.

7. **Maintenance of the Security of Information:** Service Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all maintained or transmitted Customer Financial Information received from, or created or received by Service Provider on behalf of the University.

8. **Reporting of Unauthorized Disclosures or Misuse of Customer Financial Information:** Service Provider shall report to the University any use or disclosure of Customer Financial Information not authorized by this Agreement or in writing by the University. Service Provider shall make the report to the University not more than one (1) business day after Service Provider learns of such use or disclosure. Service Provider’s report shall identify; (i) the nature of the unauthorized use or disclosure (ii) the Customer Financial Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by the University.

9. **Survival:** The respective rights and obligations of Service Provider under Section 12 of the Contract or Section 4 of this Attachment shall survive the termination of this Agreement.