UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PROFESSIONAL SERVICES
(not for use for architectural or engineering design contracts)

This Contract entered into this _____ day of __________, ______, by and between the University of Maine System, hereinafter referred to as the "University", and ________________________________, hereinafter referred to as "Contractor".

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.

2. **Term**: This Contract shall commence on ______________________ and shall terminate on __________________, unless terminated earlier as provided in this Contract.

3. **Payment**:

   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 compensate the Contractor at the rate of $ ____ per ______ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

   C. Reimbursement for travel:

      _____ 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 for reimbursement.
D. Other expenses (postage, printing, phone, etc.) shall not exceed $_____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination**: 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.

5. **Obligations Upon Termination**: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. 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.

6. **Conflict of Interest**: 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.

7. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.

8. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

9. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.

10. **Administration**: ______________________________ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.

11. **Non-Discrimination**: Contractor shall not discriminate and shall comply with applicable laws and University policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of qualified individuals with disabilities.
12. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

13. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

14. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venturer of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors 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, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

15. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

16. **Entire Contract**: 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. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

19. **Publicity, Publication, Reproduction and use of Contract’s Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

20. **Confidentiality:** 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.

21. **Force Majeure:** 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.
22. **Notices**: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.


24. **Special Terms and Conditions**: Attachment C, hereby incorporated by reference.

25. **Standards for Safeguarding Information or Safeguarding Customer Information**: Attachment D or E, hereby incorporate by reference.

26. **Signatures**:

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: ______________________________
    (signature)

Name: ______________________________
    (print or type)

Title: ______________________________

Address: ____________________________

Telephone: _________________________

Fax: _______________________________

Date: ______________________________

FOR THE CONTRACTOR:

LEGAL NAME: ______________________

BY: ______________________________
    (signature)

Name: ______________________________
    (print or type)

Title: ______________________________

Address: ____________________________

Telephone: _________________________

Fax: _______________________________

Date: ______________________________

Tax ID #: __________________________
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 U.S. 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.

Office of Finance and Treasurer
JR: C:\DATA\APL\APL30 Attach I.doc
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 not infeasible, Contractor shall return (or destroy) Confidential Information within 30 days after termination, cancellation, or expiration of this Agreement.
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.