



Middlebury

INDEPENDENT CONTRACTOR AGREEMENT

This contract is for professional services on the engagement described below, made this day: _____ between the undersigned Middlebury College (Purchaser or the College) and _____ (Contractor).

Campus Sponsor: _____

IN CONSIDERATION of the premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Contractor agrees to furnish the Purchaser with services under the following terms:

- 1. Description of Engagement (the "Work"): _____
- 2. Location: _____
- 3. Start Day: _____ Start Date: _____ Length: _____
- 4. Fee: \$ _____. Payment shall arrive via mail two weeks after the work has been performed.
- 5. Payment Delivery Instructions: _____
- 6. Other: _____

7. Accommodations, Transportation and Food: Unless otherwise noted below, the Contractor is responsible for his or her own transportation, overnight accommodations, and food in conjunction with the Contracted Work. The College will not supply any alcohol nor may alcohol be consumed on campus.

Transportation: Not Provided Provided, but limited to the following: _____

Accommodation: Not Provided Provided, but limited to the following: _____

Food: Not Provided Provided, but limited to the following: _____

8. Work Performance. The Contractor agrees that all services shall be performed in conformance with professional standards for performing services of a similar kind. The Contractor will be exclusively responsible for determining the means and methods for performing the Work. The Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the College relative to conduct on the premises.

9. Execution and Amendments. No student may bind Middlebury College to a contract. All contracts must be signed by an authorized representative of the College. The authorized representative, in signing this contract, does so as a duly authorized representative of the College and does not assume any personal liability for meeting the terms of the contract. This Agreement constitutes the entire agreement and understanding by and between the parties with respect to the subject matter herein referred to and supersedes all prior understandings and agreements. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by both parties.

10. Impossibility. This is subject to proven detention by sickness, dangerous weather, accidents, accidents to means of transportation, Acts of God, or other legitimate conditions beyond the control of either party.

11. Termination.
 - a. Without Cause. Either Purchaser or Contractor may cancel and terminate this contract and the services to be rendered without liability, with written notice to the other party at least twenty (20) days before the event.
 - b. With Cause. Either party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.
12. Responsibility. Contractors are responsible for their equipment, personal property and the actions of their employees.
13. Insurance. The Contractor shall carry, at his or her own expense, business insurance necessary to provide the Contractor with reasonable coverage for foreseeable risks that may occur during the rendition of services pursuant to this Agreement. The Contractor will provide the College with a certificate of insurance upon request. The Contractor's coverage may be required to be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 personal and advertising injury limits.
[Proof Required: Y/ N]
14. College Policies. Contractors agree to abide by all Middlebury College policies.
15. Independent Contractor.
 - a. Neither Contractor, nor any person assisting Contractor in its obligations under this agreement, shall be deemed to be an employee of Middlebury College. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between Contractor and Middlebury College. Neither Contractor, nor any other person assisting Contractor, shall be covered by an employee benefit program maintained by Middlebury College including, but not limited to, health insurance and worker's compensation benefits.
 - b. The Contractor understands and agrees that it is an independent contractor. Contractor represents that it has secured and shall maintain workers' compensation insurance coverage for its personnel. Contractor shall indemnify and hold harmless the College from and against any and all costs, liabilities and damages arising out of or in any manner related to workers' compensation claims asserted against the College by the Contractor's personnel. Upon request, Contractor shall provide proof of insurance to the College prior to commencement of services under this Agreement.
16. No Authority. The Contractor shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement that binds the College. The Contractor shall not in connection with any services provided to or on behalf of the College represent to any person or entity that the Contractor is associated with the College in any capacity other than that of an independent contractor.
17. Indemnification. Contractor agrees to defend, indemnify, and hold harmless Middlebury College, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of Contractor or Contractor's failure to render services in compliance with this Agreement, including but not limited to any third-party claims relating to the Work, advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including, without limitation, defamation, libel, or violation of privacy or publicity).

18. No Conflicts/Non-Infringement.

- a. The Contractor represents and warrants that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party.
- b. The Contractor represents and warrants that the Work will not infringe or violate the copyright, patent, trademark, trade secret, or any other right of any third party, and no additional permissions, clearances, assignments, or licenses are necessary to give full effect to the provisions of this Agreement.
- c. The Contractor represents and warrants that the Contractor has obtained copyright or similar permissions or licenses that may be necessary to perform the Work and shall provide documentation to the College of such permissions upon request.

19. No Assignment. The Contractor shall not assign or transfer this Agreement or any part hereof without prior written approval of the College.

20. Rider. This contract is subject to the terms and conditions of the Middlebury College Rider attached hereto. **[Rider Required: Y / N]**

FOR THE CONTRACTOR:

Confirmation of Citizenship for Tax Purposes

In order to process payment, correct paperwork must be completed before arriving on campus. Please check the applicable box:

- I hereby confirm that I am and all members of our group are citizens of the United States of America or Legal Permanent Residents (Green Card Holders). Please complete and return a Form W-9 with this contract.
- I am not or a member of our group is not a citizen of the United States of America or a Legal Permanent Resident. Please contact Corinna Noelke, Tax Manager at 802-443-2304 or at taxmanager@middlebury.edu who will provide you with the applicable tax forms for signature.
Contractors who are neither a U.S. citizen nor a Legal Permanent Resident, will not be allowed to work nor be paid or reimbursed until all documents requested by Middlebury College proving eligibility to provide services to the College as well as any necessary tax documents have been submitted. This includes not only proof of the contractor's current status and information on the contractor's prior visits to the U.S., but also, if the contractor comes to the U.S. on a visitor visa, proof that, including the activity at Middlebury College, services provided here last no longer than 9 business days and services have been provided at no more than 5 other institutions in the last 6 months. In addition, per Internal Revenue Service regulation, the College may be required to withhold taxes on the payment depending on the Performer's tax status.

FOR THE CONTRACTOR:

I hereby agree to all terms and conditions of this contract.

By: _____
Contractor's Name (PRINT) Signature Social Security / Fed. ID / Student ID

Address City, State, ZIP

Telephone Email

FOR THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE:

By: _____
College Representative's Name (PRINT) Signature Title

RETURN ADDRESS:

Office Address City, State, ZIP