



This Limited Engagement Agreement ("Agreement") is made by and between The President & Fellows of Middlebury College ("Middlebury") and \_\_\_\_\_ ("Contractor"), for professional services for the engagement described below, and is effective as of \_\_\_\_\_ (date).

**Campus Sponsor/Department:** \_\_\_\_\_

**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:

1. **ENGAGEMENT:** Description of Engagement ("Engagement"): \_\_\_\_\_

\_\_\_\_\_  
(As needed, the surrounding facts and circumstances of the engagement are more fully set forth in the attached Schedule A, incorporated herein.)

2. **TERMS OF SERVICE:**

Location: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Duration: \_\_\_\_\_

3. **PAYMENT TERMS:**

a. **Deposit:** ☐ Not Included ☐ Included

Middlebury shall pay a Deposit in US Dollars immediately upon execution of this Agreement in the amount of \_\_\_\_\_.

b. **Total Fee:** \_\_\_\_\_ (including Deposit, if applicable)

Middlebury will pay Contractor the remaining fee (Total Fee minus Deposit) in U.S. dollars in the sum of \_\_\_\_\_ within thirty (30) days after the Engagement. Middlebury may be required to withhold federal, state, or local income or other payroll taxes on behalf of Contractor.

c. Contractor agrees to report and pay all applicable taxes. Applicable tax forms must be completed by the Contractor before payment can be processed. 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 proving eligibility to provide services to the College, as well as any necessary tax documents, have been submitted. Please contact the Middlebury Tax Manager at [middleburytaxoffice@middlebury.edu](mailto:middleburytaxoffice@middlebury.edu) who will provide you with the applicable tax forms for signature.

4. **TERMINATION:** This Agreement shall terminate upon completion of the Engagement outlined in sections 1 and 2. Either party may cancel and terminate this Agreement and the services to be rendered without liability with written notice to the other party at least thirty (30) days before the Engagement.

5. **TRAVEL ARRANGEMENTS:** Payment for Contractor's transportation, meals, and accommodations are at the sole discretion of Middlebury. If Middlebury agrees to pay for Contractor's travel, Contractor will notify Middlebury of travel arrangements and time of arrival at least seven (7) business days prior to the Engagement. All such arrangements must be in conformance with [Middlebury's Travel, Entertainment, and Expense Policy and Procedures](#), as applicable, and Contractor is required to provide Middlebury with a signed Business Expense Report, supported by original receipts, for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made within thirty (30) days after the Engagement.

a. **Transportation:** ☐ Not Provided; ☐ Provided, but limited to the following: \_\_\_\_\_

b. **Accommodation:** ☐ Not Provided; ☐ Provided, but limited to the following: \_\_\_\_\_

c. **Food:** ☐ Not Provided; ☐ Provided, but limited to the following: \_\_\_\_\_

6. **INDEPENDENT CONTRACTOR:** Contractor will be participating in the Engagement as an independent contractor and not as an employee or agent of Middlebury. Neither Contractor, nor any other person assisting Contractor, is covered by an employee benefit program maintained by Middlebury, including but not limited to, health insurance and worker's compensation benefits. Further, the arrangements contemplated by this Agreement shall not be deemed to constitute a partnership or joint venture between Contractor and Middlebury. Contractor shall indemnify and hold harmless Middlebury from and against any and all costs, liabilities, and damages arising out of or in any manner related to workers' compensation claims asserted against Middlebury by Contractor or Contractor's personnel. Contractor will be responsible in the event that Contractor's willful misconduct or gross negligence on campus causes injuries to self or third persons.

7. **INSURANCE:** [Proof Required: ☐ Y/ ☐ N]

Contractor shall carry, at their own expense, business and/or personal insurance necessary to provide the Contractor with reasonable coverage for foreseeable risks that may occur during the rendition of services pursuant to this Agreement. Contractor may be required to provide Middlebury with proof of insurance or a certificate of insurance prior to commencement of services under this Agreement. Contractor's coverage may be required to be no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 personal and advertising injury limits.

8. **RESPONSIBILITY:** Contractor is responsible for their equipment, personal property, and the actions of their guests and/or employees. Contractor shall observe and abide by all applicable laws, regulations, and [Middlebury policies](#), including but not limited to those related to behavior and conduct on Middlebury property. Middlebury is not responsible for any theft, loss or damage to equipment or personal property that occurs outside of the Contractor's own negligence or lack of care. Middlebury shall be responsible for its own actions or inactions.
9. **BROADCAST/RECORDING:** Middlebury may broadcast and/or record the Engagement by any means in any format and use such recordings for archival, academic, and other non-commercial

purposes in support of Middlebury's mission and may be used in whole or in part without compensation to the Contractor. Middlebury shall own the exclusive rights to the broadcast/recording in connection with the Engagement, but not to the underlying intellectual property of the Contractor's contribution to it. Contractor retains the right to publish or use the content underlying the Engagement (e.g. written lecture, notes, handouts, or research) as they see fit.

**10. NO CONFLICTS/NON-INFRINGEMENT:**

- a. The Contractor represents and warrants that they are 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 engagement 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 they have obtained copyright or similar permissions or licenses that may be necessary to perform the engagement and shall provide documentation to Middlebury of such permissions upon request.

8. **FORCE MAJEURE:** Middlebury shall not be liable or responsible to Contractor, nor be deemed to have defaulted under or breached this Agreement, for delay or failure to perform its obligations under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of Middlebury, including but not limited to: fire, floods, landslides, earthquakes, catastrophes, explosions, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, failure or default of public utilities or common carriers, national emergencies, natural disasters, governmental regulations, acts of God, pandemics, epidemics, diseases or public health emergencies of domestic or international concern, acts, omissions or delays in acting by any governmental authority, delay in transportation, including act or omission of carriers, death or illness of key personnel, delays or failure to perform by subcontractors, or similar causes or acts beyond its control and without its fault or negligence ("Force Majeure Event"). Middlebury shall provide Contractor with prompt oral and written notice of any delay or failure to perform that occurs by reason of Force Majeure. Middlebury will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure prior to scheduled engagement, and will promptly give written notice to Contractor when such Force Majeure Event has been terminated. If the Force Majeure Event will prevent the engagement from being conducted as scheduled, the parties will make all reasonable efforts to reschedule it. If rescheduling is impossible, both parties agree to terminate this Agreement with no further action or payment needed.

9. **USE OF NAME OR TRADEMARKS:** Contractor shall not use Middlebury's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Middlebury.

10. **NO ASSIGNMENT:** The Contractor shall not assign or transfer this Agreement or any part hereof without prior written approval of Middlebury.

11. **ENTIRE AGREEMENT:** The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.
12. **APPLICABLE LAW/VENUE:** All disputes regarding the structure, interpretation, and the parties' obligations under this Agreement shall be governed by the laws of the State of Vermont, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Addison County, Vermont. Each party's liability for damages to the other under this Agreement, regardless of the form of action, will not in the aggregate exceed the total amount to be paid for Services. This will be the parties' exclusive remedy. Neither party will be liable to the other for any consequential damages. Any amendments to or waiver of this Agreement must be in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

**President & Fellows of Middlebury College**

**Contractor**

\*Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

*\*No student or unauthorized employee may bind Middlebury to a contract. All contracts must be signed by the [appropriate authorized representative](#) of Middlebury as approved by the Board of Trustees.*

Phone: \_\_\_\_\_

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

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## Schedule A

Detail and explanation of the Agreement between Middlebury and Contractor:

### **Project Description:**

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### **Timetable:**

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### **Payment Schedule:**

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