**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of \*\*DATE\*\*, by and between Bowdoin College

a nonprofit corporation with a place of business at Brunswick, Maine (“Bowdoin”), and \*\*I/C NAME\*\*, an individual currently residing in \*\*I/C LOCATION\*\* (“Contractor”).

WITNESSETH:

*WHEREAS*, Bowdoin needs \*\*TYPE OF SERVICES TO BE PROVIDED\*\* services: and

*WHEREAS*, Contractor is in the business of providing such services; and

*WHEREAS*, Bowdoin and Contractor are interested in entering into a services agreement whereby Contractor will provide such services toBowdoin on an independent contractor basis;

*NOW THEREFORE*, in consideration of the mutual promises and undertakings of the parties, and intending to be legally bound hereby, it is agreed as follows:

1. Contract for Services. Subject to the terms of this Agreement, Contractor agrees to render \*\*TYPE OF SERVICES\*\* services to Bowdoin at Bowdoin's request in the manner and to the extent permitted by this Agreement. Contractor shall dedicate an adequate amount of his/her time to complete any projects and assignments within the designated time frame. It is anticipated that these services will require the Contractor to work for \*\*ESTIMATED # OF HOURS\*\* hours during the term of this Agreement.
2. Term. This Agreement shall continue in effect from \*\*START DATE\*\* through \*\*END DATE\*\*. Either party may terminate this agreement upon ten (10) days written notice to the other party, except that Bowdoin shall have the right to terminate this Agreement immediately upon the occurrence of a material breach of this Agreement or other failure to perform by Contractor.
3. Services Fees, Expenses and Payments. Contractor shall receive a fee for services rendered pursuant to this Agreement of \*\*PROJECT FEE or RATE/HOUR\*\*. Contractor, as provider of the services, shall provide Bowdoin with a billing invoice weekly. In addition, for Bowdoin’s internal accounting and billing purposes, Contractor shall provide Bowdoin on a weekly basis with a detail of his/her hours worked by job code, in accordance with the requirements of Bowdoin’s accounting system. Contractor shall be responsible for expenses associated with Contractor’s services under this Agreement, except for travel and lodging expenses but only to the extent that such travel and lodging expenses are incurred at the request of Bowdoin and provided that such expenses are approved in advance by Bowdoin. Invoices for fees and expenses shall be paid by Bowdoin within thirty days of receipt of such invoice and required hour’s detail.

4. Professional Services. Contractor shall devote his/her best efforts to the performance of his/her professional services under this Agreement. Contractor shall perform his/her services under this Agreement in accordance with such standards of professional ethics and practices as may from time to time be applicable during the term of this Agreement.

5. Independent Contractor Status. Contractor shall be treated for all purposes as an independent contractor. In no way limiting the above, Contractor represents and agrees that:

* + - * 1. Contractor is not an employee of Bowdoin.
        2. Contractor shall not be entitled to any rights or benefits, whether present or future, under any retirement or welfare benefit plan of Bowdoin by virtue of this Agreement or the services they provide pursuant to the terms of this Agreement.
        3. Contractor shall not be entitled to payment by Bowdoin of social security taxes, workers' compensation premiums, unemployment insurance premiums or compensation, or any other employee benefits, including withholding of federal or state income taxes.
        4. Bowdoin shall neither have nor exercise any control over the professional judgment and methods used by Contractor in the provision of the services provided hereunder.
        5. Contractor shall be responsible for paying all costs and expenses associated with the operation of his/her business and the provision of the services hereunder including but not limited to, supplies, tools, and equipment, business and travel expenses, and expenses associated with Contractor's employees and contractors such as wages, payroll taxes and mandated insurance, except as provided in Paragraph 3, above.

6. Confidentiality. Contractor acknowledges that any and all non-public information that Contractor may acquire through its access to the facilities of the College or otherwise in the course of performing the Services under this Agreement regarding the business of the College, including information regarding the College’s customers, students, and or employees constitutes "Confidential Information.” Contractor shall not disclose Confidential Information to any third party. Contractor also acknowledges that unauthorized use or disclosure of Confidential Information will result in immediate and irreparable injury to the College for which monetary damages will not be adequate and that in the event Contractor or any subcontractor of Contractor uses or discloses or is likely to use or disclose any Confidential Information in breach of Contractor’s obligations under this Agreement, the College shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. The provisions of this section shall survive the termination of this Agreement.

7. Miscellaneous.

1. This Agreement constitutes the entire agreement of the parties, and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties. It is expressly understood and agreed that no verbal representation, promise or condition, whether made before or after the signing of this Agreement, shall be binding upon any of the parties.
2. Contractor may employ or contract with such personnel as he may deem appropriate to provide or assist with the services as required hereunder, provided that Contractor shall make certain that such personnel are properly trained, qualified and insured, and legally authorized to work in the United States. Such personnel shall be employees of Contractor’s and not Bowdoin.
3. During the term of this Agreement, Contractor shall, at his expense, maintain appropriate liability insurance with a reputable insurance company, subject to such limits of liability as may be common in the industry. Contractor shall also maintain, at a minimum, appropriate workers compensation insurance for himself and any employees he may have. Upon request by Bowdoin, Contractor shall provide Bowdoin with evidence of such coverage in such form as shall be satisfactory to Bowdoin. Contractor shall immediately notify Bowdoin if such coverage is canceled or reduced.
4. Contractor shall be responsible for paying all costs and expenses associated with the operation of its business and the provision of the services hereunder including but not limited to, supplies, tools, and equipment, business and travel expenses, and expenses associated with Contractor's employees and contractors such as wages, payroll taxes and mandated insurance, except as provided in Paragraph 3 above.
5. Contractor holds himself out to the public as providing the types of services subject to this Agreement. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Maine.
6. This Agreement cancels and supersedes any prior oral or written agreement between the parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals as of the day and year first above written with one original being delivered to each party.

WITNESS: Bowdoin College

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Name:

Title:

WITNESS:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Individually