

## 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.

- 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

FOR THE UNIVERSITY

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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.

**UNIVERSITY OF MAINE  
INDEPENDENT CONTRACTOR/EMPLOYEE STATUS DETERMINATION FORM**

Both sides of this form must be completed and signed by a University employee with the authority and responsibility to monitor the work to be performed and verify satisfactory completion of the work. Certifications by staff with insufficient knowledge of, or responsibility for, the work to be performed are not acceptable.

Worker/Firm Name\*: \_\_\_\_\_

Social Security # /Federal Employer ID: \_\_\_\_\_

Department for whom services are to be performed: \_\_\_\_\_

Time Period: \_\_\_\_\_ To: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Terms of Payment: (50% completion, 100% completion) \_\_\_\_\_

Description of services to be provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Who will provide the tools and materials needed to complete this assignment? \_\_\_\_\_

\_\_\_\_\_

Who will provide instructions or training for this work? \_\_\_\_\_

\_\_\_\_\_

What is this worker's work schedule? \_\_\_\_\_

Where will this work be performed? \_\_\_\_\_

\_\_\_\_\_

To what other organizations does this worker provide essentially these same services? Any documents (such as business card, advertising, client list, etc.) that support this may be attached to this form.

\_\_\_\_\_

Does the University have the right to fire this worker, or does this worker have the right to quit, without incurring liability? \_\_\_\_\_

\_\_\_\_\_

*\*This procedure applies to the procurement of services from individuals; it does not apply to services provided by corporations, partnerships or companies. Departments should follow established Purchasing Office procedures to secure the services of such organizations.*

I certify that I have reviewed the above services to be provided by the above named individual/firm against the two basic questions and the factors as provided in the Procedures for Determining Independent Contractors/Consultants Status. Based on the results of my review, the individual to be engaged under this contract appears, for federal employment tax withholding and related reporting purposes, to be an **Independent Contractor/Consultant**.

I understand that the proper status of the worker depends on the manner in which the work is performed and on the nature of the relationship between the worker and the University personnel responsible for the work being performed. Therefore, the status of the worker for federal employee tax withholding and related reporting purposes will be redetermined when the manner in which the work is performed or the relationship between the worker and the University changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document is true and correct and that I have sufficient knowledge of, authority, and responsibility for the work to be performed under this contract to effectively make this certification.

\_\_\_\_\_  
Signature of University employee with authority/responsibility for work Date  
being performed

\_\_\_\_\_  
Title Phone

**Reviewed:**

\_\_\_\_\_  
**Office of Human Resources** **Date**

**INSTRUCTIONS:**

Following the review by Human Resources, this completed form should be submitted to the Purchasing Department together with:

1. The Personal Service Contract (available from Purchasing), signed by the contractor/consultant, (attach a description of the proposed activity if not self explanatory)
2. Completed W-9 Form (available from Purchasing), and
3. A completed and authorized Requisition for Purchase Form or electronic requisition.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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 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. citizen or other U.S. person (defined below).

**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. For real estate transactions, item 2 does not apply. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your 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.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide 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. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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,