

INDEPENDENT CONTRACTOR AGREEMENT

This contract, entered into this ____ day of _____, 20__, by and between The University of Maryland Foundation, Inc. (hereinafter "Foundation") acting on behalf of the

_____ (Account Name) and
_____ (Contractor), whose legal address (shall serve as
address of notification) is:

_____.

The parties hereby agree as follows:

ARTICLE I: TERM

The term of this contract shall be from _____ through _____.

ARTICLE II: SCOPE OF WORK

The contractor agrees to perform the services described as follows:

ARTICLE III: SITE OF WORK

Primary services will not be performed at the office of the Foundation or the University.

ARTICLE IV: COMPENSATION

The Foundation agrees to pay Contractor an amount not to exceed _____ dollars (\$ _____) for performance of the services set forth in Article I. In order to receive said compensation Contractor shall submit a completed IRS W-9 form with this signed contract. Said compensation will be paid as follows:

_____.

_____.

The Foundation **will/will not** be responsible for any expenses or costs incurred by Contractor in carrying out the terms of this agreement. If reimbursements for expenditures are agreed upon, the following items are allowed:

ARTICLE V: AGENTS FOR THE FOUNDATION

Contractor shall not be considered an employee of the Foundation during the period of this agreement and is responsible for (his/her) own state and federal, Social Security, and unemployment taxes, and is not an agent of the Foundation, and cannot commit the Foundation to any expenditure of funds or enter into any contractual obligation on behalf of the Foundation.

ARTICLE VI: TERMINATION FOR DEFAULT

If the contractor fails to fulfill (his/her) obligations under this contract properly and on time or otherwise violates any provision of the contract, the Foundation may terminate the contract by written notice to the contractor with no financial liability.

ARTICLE VII: INDEMNIFICATION

Neither the Foundation nor any of its agents, employees, representatives, or officers shall be liable for any personal injury to, or death of, any employee of Contractor or Contractor's agents, representatives or sub-contractors, however caused, or any damage to or loss of property of Contractor, however caused. The Foundation is not obligated to provide insurance of any kind.

ARTICLE VIII: RIGHTS TO PROPERTY

Rights to intellectual or tangible property developed under this contract shall be owned as follows:

ARTICLE IX: MODIFICATIONS

This contract shall not be deemed or construed to be modified, amended, extended, rescinded, canceled, or waived in whole or in part except by written amendment of the parties.

ARTICLE X: ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall inure to the benefit and shall be binding upon the parties, their respective successors and permitted assigns. This contract shall be governed by the laws of the State of Maryland. All legal actions must be brought in the courts in the State of Maryland or in the U.S. District Court for the District of Maryland.

CONTRACTOR :

FOUNDATION :

Signature

Signature

Typed/printed Name

Typed/printed Name

Date

Date

Telephone

ACCOUNT REPRESENTATIVE :

Signature

Typed/printed Name

Date

Telephone

A Completed IRS W-9 form must be completed and attached to signed agreement