

Independent Contractor Service Contract

This document represents a contractual agreement between Northern Essex Community College and

(name of independent contractor)

(vendor ID #)

The services will begin on

The services will be completed on

Description of contract services

Payment terms (include # of payments and dates)

Maximum Payment:

Funding Source The source of funding for this contract is:

Index #

Index # description

Independent contractor contact information

Address	<input type="text"/>		
City/State/Zip	<input type="text"/>		
Phone	<input type="text"/>	Fax	<input type="text"/>
E-mail	<input type="text"/>		

- A W-9 form must be included with this document. If a W-9 is already on file with Accounting & Finance, **please check here.**
- Employment Status Form attached

Confidentiality. The Contractor shall protect the physical security of college assets and confidentiality of student and employee data and information in the Contractor's possession, or used by the Contractor in the performance of a Contract. This will include, but is not limited to personal identification information, documents, files, software, equipment or software applications.

State Appropriation. The Contractor acknowledges that the College is supported by the state through the annual general appropriations act (GAA); if at anytime the GAA is reduced through 9C action this agreement may be terminated upon written notice to the Contractor without any recourse by the Contractor against the College.

Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including NECC and its agents, officers and employees against any and all claims, liabilities and costs for personal injury or property damages, patent or copyright infringement or other damages that NECC may sustain which arise out of or in connection with the Contractor's performance of the Agreement. This will include but is not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, and employees.

The Contractor shall at no time be considered or should represent him/herself as an agent or representative of NECC or the Commonwealth.

After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

Risk of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables until ownership, possession and full legal title to the deliverables are transferred to and accepted by NECC.

Forum, Choice of Law and Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. NECC, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

The Contractor agrees, under the pains and penalties of perjury, that he/she shall comply with these terms and conditions as certified by their signature below:

