

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into this _____ day of _____, _____, by and between the University of Maryland Baltimore Foundation, Inc., a Maryland corporation (hereinafter "FOUNDATION"), and _____ (hereinafter "CONTRACTOR") whose legal address (which shall serve as address of notification) is _____.

Article I: Term

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

Article II: Scope of Work

CONTRACTOR shall perform the scope of work (the "Services") as outlined in Attachment #1.

Article III: Site of Work

CONTRACTOR shall perform the Services at _____. If Services are to be performed at offices of the FOUNDATION or any facility owned, operated or controlled by the University of Maryland Baltimore ("UMB") CONTRACTOR agrees to comply fully with all applicable policies and workplace rules of the FOUNDATION or UMB.

Article IV: Compensation

The FOUNDATION agrees to pay CONTRACTOR an amount not to exceed \$_____ for performance of the services set forth in Article II and Attachment #1. Said compensation is to be paid as follows or as described in Attachment #1: _____. Invoices shall be mailed to: _____. The Services to be provided may be of benefit to UMB, but UMB has no liability to CONTRACTOR for payments pursuant to this Agreement, it being the intention of the FOUNDATION to acquire the Services as a gift to UMB.

Article V: CONTRACTOR Not Employee of or Agent for the FOUNDATION or the University of Maryland Baltimore

CONTRACTOR's relationship to the FOUNDATION with respect to the Services shall be that of an independent contractor. Nothing herein shall be construed as creating or implying any employer-employee, partnership, joint venture, or similar relationship between CONTRACTOR and the FOUNDATION or UMB. Personnel supplied by CONTRACTOR to perform the Services will be deemed employees, agents or independent contractors of CONTRACTOR and will not for any purpose be considered employees, agents or independent contractors of the FOUNDATION or UMB, including, without limitation, for purposes of participation in any retirement, savings, welfare or other benefit plan, policy or program of the FOUNDATION or

UMB, or any health and disability and workers' compensation insurance plans or programs. CONTRACTOR will be solely responsible for the supervision, daily direction and control of its employees, agents or independent contractors while such employees, agents or independent contractors are performing the Services. CONTRACTOR will determine the methods, details and means of performing the Services. CONTRACTOR shall be solely responsible for the payment of all federal, state, and local taxes including income and withholding, workers compensation, social security, unemployment compensation, sales, property and gross receipts taxes and all other taxes of any nature whatsoever imposed on CONTRACTOR, its employees, agents or independent contractors or any self-employed persons. CONTRACTOR hereby waives, for any and all purposes at any time, any right to claim or assert that any of its employees, agents or independent contractors are employees or agents of the FOUNDATION or UMB.

CONTRACTOR is not an agent of the FOUNDATION or UMB and cannot commit the FOUNDATION or UMB to any expenditure of funds or enter into any contractual obligation on behalf of the FOUNDATION or UMB.

Article VI: Termination of Agreement

The FOUNDATION may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall discontinue all work in connection with the performance of this Agreement, and shall promptly provide to FOUNDATION (or, upon FOUNDATION's instructions, to UMB) all tangible materials produced by CONTRACTOR to the date of termination in performance of the SERVICES.

Article VII: Confidentiality

During the term of this Agreement, CONTRACTOR and its agents, employees, directors, officers, affiliates, successors and assigns (collectively, the "Contractor Parties") may receive or have access to information or materials that are non-public, confidential or proprietary to Foundation or UMB ("**Confidential Information**"). The CONTRACTOR and other Contractor Parties, pursuant to their agreements with CONTRACTOR, shall use the Confidential Information only in connection with the performance of the Services and shall safeguard the Confidential Information against disclosure to all others, both during the term of this Agreement and for a period of five (5) years thereafter. CONTRACTOR agrees to disclose to other Contractor Parties only such Confidential Information as they need to know to perform the Services. Upon the termination of this Agreement, the CONTRACTOR shall collect from other Contractor Parties all originals and all copies of the Confidential Information, if any, in their possession. CONTRACTOR shall return all originals and copies of the Confidential Information to the FOUNDATION (or, upon FOUNDATION'S authorization, to UMB).

Article VIII: Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the FOUNDATION and UMB, and their respective employees, directors, regents, officers, affiliates, successors and assigns from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including, without limitation, any and all attorneys' fees, settlement costs and additional contract or cancellation costs) and expenses associated therewith arising from (a) any breach by any of the Contractor Parties of any of the terms, conditions, representations, warranties or covenants of this Agreement; (b) negligent acts or omissions, willful misconduct or fraud of any of the Contractor Parties in the performance of the Services; or (c) the use of the FOUNDATION's or UMB's property by any of the Contractor Parties.

Article IX: Miscellaneous

(a) No Oral Modifications. This Agreement 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.

(b) Entire Agreement. This Agreement 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.

(c) No Assignment. The rights and obligations of the parties hereto are not assignable by either party without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion, except that the FOUNDATION may assign its rights and obligations hereunder to UMB or any other affiliate of the FOUNDATION without CONTRACTOR's consent.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

(f) Rights of UMB. If the Services are of benefit to UMB or a component unit of UMB, UMB shall have the right to enforce this Agreement as a third party beneficiary of the contract between the FOUNDATION and the CONTRACTOR. This Agreement shall not be construed to create enforceable rights in any other person or entity not a party to this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the day and year first above written.

UNIVERSITYOF MARYLAND BALTIMORE FOUNDATION, INC.

By: _____ Date: _____
Name: _____
Its: _____
Phone Number: _____

CONTRACTOR: _____

By: _____ Date: _____
Name: _____
Its: _____
Phone Number: _____

ATTACHMENT #1

Scope of Work