

To: Department Heads
From: Joe Bucci
Subject: Use of Independent Contractors
Date: June 11, 2001

An independent contractor is an individual who contracts with an employer to provide specialized or requested services on a project or as-needed basis. The most important consideration in determining employee versus contractor status is the fundamental question of control. If the employer does not control the way in which the work is done, the work is being provided by an independent contractor, as opposed to an employee.

In order to insure that the College does not misclassify an employment relationship, all departments must seek the approval of the Department of Human Resources before contracting with an individual to provide specialized services. If use of an independent contractor is approved, an Independent Contractor Service Agreement will be required.

Attached is a policy outlining the use of an independent contractor. Please review it and feel free to call me with any questions.

Thank you.

Bryn Mawr College

Policy on

Use of Independent Contractors

A. Purpose

To prescribe guidelines for the use of an independent contractor at Bryn Mawr College.

B. Definitions

Independent contractor: one who performs a service but is free from immediate control or direction in the performance of his or her work under a contract of service. The individual performing the service is customarily engaged in an independent trade, occupation, profession, or business. Independent contractors are not employees.

C. Policy

1. Independent contractors are not eligible for any employee benefits.
2. Independent contractors do not include temporary help (typically employed for vacation relief or peak work load periods) who may be supplied by an agency.

D. Procedure

1. Use of an independent contractor must be approved in advance by the Department of Human Resources.
2. The Director of Human Resources will notify the department once the request to use an independent contractor is either approved or not approved.
3. If approved, the contractor will be required to execute an Independent Contractor Service Agreement (attached), retained by Human Resources.
4. Each independent contractor must receive a signed copy of the College's policy regarding the use of Independent Contractors and a completed signed copy of the Independent Contractor Service Agreement.
5. Questions regarding the Policy should be referred to the Director of Human Resources.

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS INDEPENDENT CONTRACTOR SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 20____, between Bryn Mawr College, 101 N. Merion Avenue Bryn Mawr, PA 19010, and _____, as an independent contractor, having a principal place of business at the following address: _____ ("Contractor").

WHEREAS, Contractor desires to assist Bryn Mawr College in the performance of a certain project or other tasks as more fully described below; and

WHEREAS, Bryn Mawr College desires to engage Contractor to perform such services upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. This Agreement shall become effective on _____ and will continue in effect until the Project is completed unless earlier terminated as provided herein. Time being of the essence, Contractor agrees to complete the Project on a first priority basis. The parties currently expect that such Project will take _____ to complete.
2. Project Services. Contractor agrees to perform services described in Exhibit A (attached).
3. Termination. Bryn Mawr College may terminate this Agreement at any time, with or without cause, at its convenience. If College terminates for convenience, it will pay Contractor for all accrued fees and authorized expenses incurred as specified.
4. Payment for Project Services. As full consideration for the Services to be performed by Contractor, the College agrees to pay Contractor in accordance with the Fee Schedule.
5. Additional Responsibilities of Contractor. Because Contractor is an independent contractor and not an employee of the College, (a) Contractor shall be responsible for paying any Federal, State, or Local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes or assessments. Contractor shall, at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless the College for any assessments, fines or penalties relating to College's failure to pay or withhold, any and all taxes relating to any compensation paid pursuant to this Agreement; (b) Contractor shall not be eligible to participate in the College's workers' compensation, unemployment, disability, medical, dental, life or any other insurance programs, or any other benefit or program that is sponsored, financed or provided by Company for its employees; and (c) Contractor shall indemnify, hold harmless and defend the College from, any and all costs, liabilities, damages, attorneys' fees, or

expenses of any kind that arise out of, or are in any way related to the negligence or misconduct, or acts or omissions, of Contractor while performing, or failing to perform Contractor's duties under this Agreement. Further, Contractor shall be responsible for obtaining all applicable business licenses.

6. Relationship of Parties. Contractor, in furnishing services to the College hereunder, is acting only as an independent contractor, and not as an agent of College. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between College and Contractor. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of either party shall be deemed to be employees or agents of the other party for any reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Bryn Mawr College

CONTRACTOR

By: _____
Signature

By: _____
Signature

Date: _____ Date: _____

EXHIBIT A

SERVICES

(Please list services as specifically as possible)