AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

FACULTY

This Agreement for independent contract services is entered into by and between the Marine Biological Laboratory ("MBL") and Steven Thompson ("Contractor").

WHEREAS, MBL is a non-profit institution which provides research and educational facilities for scientists and students; and

WHEREAS, Contractor is a recognized expert and consultant in the field of Molecular Evolution, and

WHEREAS, MBL desires Contractor to provide MBL with education consulting services in the Contractor's field of expertise;

NOW, THEREFORE, it is mutually agreed as follows:

1. **Job To Be Performed.**
   Contractor hereby agrees to provide MBL with educational consulting services as faculty at MBL for the period 07/21/07 - 08/11/07. Upon appointment by the Director of the Workshop on Molecular Evolution course, a faculty member will instruct students in lecture, laboratory sessions and in formal and informal discussions for the period. The contractor has been retained to provide skills, experience and expertise as an educational consultant and the Contractor agrees to use his/her best efforts to apply these to projects on behalf of MBL.

2. **Independent Contractor.**
   It is the express intention of the parties hereto that the Contractor is an independent contractor and not an employee, agent, joint venturer or partner of MBL for any purpose whatsoever. As an independent contractor, Contractor shall not be entitled to any benefits, including pension and health or similar benefits which the MBL may make available to employees from time to time. Contractor shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes and for maintaining adequate workers' compensation insurance coverage for himself/herself or proof of health insurance. Contractor shall indemnify, save and hold harmless MBL from any and all liability MBL may incur by Contractor's failure to comply with this Agreement, including this section 2.

3. ** Contractor's Labor.**
   Contractor shall have complete control over the means and manner of performance, including, but not limited to, hours of work and scheduling of services.

4. **Non-Exclusivity.**
   Contractor retains the right to contract with other companies or entities for educational consulting services without restriction. Likewise, MBL retains a reciprocal right to contract with other companies and/or individuals for educational consulting services without restriction.
5. **Compensation.**
   (a) For the full and proper performance of this Agreement, MBL agrees to pay Contractor the sum of $1,500 dollars as a fee for services rendered, payable in one installment at a time to be agreed upon by the parties.
   (b) MBL will provide housing on its premises at no cost to the Contractor for the period 07/21/07 - 08/11/07 at the Contractor's election. Non-MBL housing will be at the Contractor's own expense.

6. **Reimbursement of Expenses.**
   MBL shall reimburse Contractor for reasonable and necessary travel expenses incurred or paid by Contractor in connection with, or related to, the performance of his/her services under this Agreement. For air travel, Contractor will use U.S. flag air carriers unless prior written approval is granted by MBL. The Contractor shall submit to MBL itemized travel expenses, in a form satisfactory to MBL, of such expenses incurred. Notwithstanding the foregoing, the Contractor shall not incur total travel expenses in excess of economical fare without prior written approval of MBL.

7. **Laws and Policies.**
   Contractor is responsible for compliance with all federal, state and local laws, and all rules and regulations pertaining to its performance under the terms of this Agreement. Contractor is hereby informed that MBL is a federal grant and contract recipient and, as a result of that status, must abide by certain federal laws and regulations, including but not limited to, non-discrimination laws including handicapped/disabled individuals and the Drug-Free Workplace Act of 1988. Contractor shall observe all rules, regulations, policies, procedures and security requirements of MBL concerning the safety of persons and property in and out of the laboratories.

8. **Term of Agreement**
   This Agreement is effective from 07/21/07 - 08/11/07 unless terminated by either party as set forth below in paragraph 9.

9. **Termination of Agreement.**
   This Agreement may be terminated in the following manner:
   (a) At any time upon the mutual written consent of the parties hereto;
   (b) If one party has materially breached this Agreement, upon twenty-four (24) hours' prior written notice delivered to the breaching party; and
   (c) By either party, without cause, upon fourteen (14) days' written notice.

10. **Non-waiver.**
    No delay or omission by MBL in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by MBL on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

11. **Amendment.**
    This Agreement may be amended or modified only by a written instrument executed by both MBL and the Contractor.
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Complete Agreement
This Agreement contains the entire understanding between the parties and supersedes, replaces and takes precedence over any prior understanding or oral or written agreement between the parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

In the event any provision of this Agreement shall be held invalid, the same shall not invalidate or otherwise affect in any respect any other term or terms of this Agreement, which term or terms shall remain in full force and effect.

This Agreement is executed and entered into on the date(s) set forth below.

CONTRACTOR  MARINE BIOLOGICAL LABORATORY

________________________________________  ________________________________
Signature      Catherine Hemmerdinger, Program Coordinator

Date: ___________________________  Date:  ___________________________
Name: Steven Thompson  Course: MOLE

I have the following insurance coverage; (*In case of a medical emergency, we will need the name and location, if known, of your insurance provider so we may be able to provide the information to the health care provider/hospital. It is not expected that you have all types of insurance. Fill in the information for the insurance you have and sign at the bottom of the form.)

**Worker's Compensation:**

Insurance Company Name: ____________________________________________________

Policy No.: ________________________________________________________________

**Health Insurance:**

Insurance Company Name: ____________________________________________________

Policy No.: ________________________________________________________________

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Signature: ____________________________  Date: ________________________
Marine Biological Laboratory
Independent Contractor Account Set-up

FOR TAXATION AND REMUNERATION PURPOSES ONLY

Please print or type all information and return with your signed contract.

1. Name: ____________________________________________________________

2. Permanent mailing address (This is the address that all tax documents will be sent to):
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

3. U.S. Social Security # or Taxpayer Identification (ITIN) # (Required): ________________
   If you do not currently possess either of these numbers, you still must submit this form. It is recommended that non-US citizens, who do not have a Social Security number, apply for the ITIN number. Information on how to apply for a number may be obtained from Financial Services, Heidi Donovan, 508-289-7275, hdonovan@mbl.edu.

4. Are you a U.S. Citizen or U.S. Permanent Resident (green card holder)? ☐ YES ☐ NO
   If no, what is your country of residence? ____________________________________________
   If you are currently in the U.S., what is your visa status? ___________________________

   Note: Non-US citizens may need to obtain an appropriate visa that permits payments to Independent Contractors. For more information on visas, please visit our website at http://www.mbl.edu/education/foreign_services/immigration.html.
   All those who are not US citizens or permanent residents will be required to present documentation of immigration status and any authorizations/permissions deemed necessary by the MBL’s Controller’s Office.

______________________________  ______________________________
Signature                      Date