



## Policy for Independent Contractors

The NMC may hire independent contractors as appropriate for short term or part-time assignment. Students, consultants and visitors who receive a fee are examples of independent contractors. Researchers from partner institutions who work for less than 20% of a full year will typically be hired as contractors. While independent contractors do not receive benefits, the NMC pays fair compensation relative to employees in similar positions. The hourly rate typically reflects a comparable base salary plus the value of the benefits they would receive as an employee (with the exception of disability).

Either party shall have the right to terminate this agreement at any time for any or no reason during the term of the agreement upon 10 days written notice.

By signing the independent contract agreement, the contractor agrees that they are not an employee of NMC and therefore not entitled to any benefits provided to NMC employees, including but not limited to group insurance, paid time off, retirement plans, health plans, and so forth. Both NMC and contractor understand and agree that because an individual is an independent contractor, NMC has no obligation and will make no deductions from fees paid to a contractor for any federal or state taxes or FICA. NMC has no obligation to provide Workers Compensation coverage for independent contractors. It is the sole responsibility of the contractor to make required FICA, FUTA, income tax withholding or other payments related to their work at the NMC.

Independent contractors are subject to the Other Obligations, Equal Employment Opportunity, Harassment, Confidential and Proprietary Information, Intellectual Property and Publication sections of this document.

**Other Obligations.** Researchers whose primary institution is not the NMC have obligations to their home institutions. Any offer of employment or consulting agreement must be acceptable under the policies of the home institution. In addition, the offer must be acceptable under the terms of the funding agencies involved. It is the individual's responsibility to ensure that they have determined and met all the requirements of their home institution prior, during, and after their appointment to the NMC. In addition, it is the responsibility of all researchers submitting proposals through the NMC to secure the commitment of their home institution to allow them to accept an appointment with the NMC should they receive an award through the NMC.

**Equal Employment Opportunity.** The NMC believes that equal opportunity for all its staff and contractors is essential for our success and the fulfillment of our mission. We maintain a policy of fairness and impartiality in relation to both current and potential staff and contractors without regard to race, religion, age, sex, physical or mental disability, national origin, sexual orientation, gender identity, or any other factor protected by law.

**Harassment Policy.** NMC intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses that might interfere with work performance. Harassment of any sort – verbal, physical, visual – will not be tolerated.

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assault or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing.

Sexual harassment at NMC is unacceptable. Such harassment includes unwelcome sexual advances and other physical, verbal, or visual conduct based on sex when (a) submission to the conduct is an explicit or implicit term or condition of employment, (b) submission to or the rejection of the conduct is used as a basis for an employment decision, or (c) has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and inappropriate physical contact.

Should you feel that you have been subject to discrimination or sexual harassment at work, or in connection with work, please notify your supervisor. If you are not comfortable discussing this issue with your supervisor, contact the NMC Director.

NMC will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action (up to and including termination of contracts) if sexual harassment has been found within the workplace. NMC prohibits all staff and contractors from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual.

**Confidential and Proprietary Information.** Confidential and sensitive information includes all business, financial, personnel, and technical information, such as budgetary or planning information; donor information; enrollment applications, letters of recommendation, recruitment evaluations; research results not yet in the public domain, etc. If you aren't sure whether something is confidential or proprietary, and you do not have permission from the originator to release it, treat it confidentially and/or see the Director for clarification.

Staff and contractors are expected to exercise due diligence to maintain the confidentiality of any and all information about NMC, its staff and contractors, and affiliates that is not obviously and explicitly in the public domain. "Due diligence" includes care not to divulge sensitive information to those not authorized to receive it, physical protection as needed (e.g., locked file cabinets for documents requiring physical protection, appropriate electronic passwords, etc.), and care in handling and storage of such information. Staff and contractors are expected to: (1) use the confidential and sensitive information to which they have been officially granted access only for the purposes to which that access has been granted; (2) ensure that all confidential

information to which they have been granted access is properly destroyed or returned to its owner upon completion of official access; and (3) contact the Director if any confidential information is encountered inadvertently or if there are questions about how to treat any particular type of information.

**Intellectual Property.** The NMC is obligated to make its research available to the interested public through publication by both its non-profit status and its charter to perform scientific research in the public interest. In general, all research results at the NMC should be promptly disclosed in the spirit of open inquiry.

Affiliates whose primary appointment is with a partner institution remain subject to all agreements between the affiliate and their institution unless a specific exception is created through an agreement with regard to intellectual property. In addition, intellectual property rights may be affected by the fund source for the research, the type of research and the type of work product. Subject to these pre-existing obligations and constraints, the disposition of intellectual property developed by NMC staff and contractors using NMC property will be owned by NMC.

It is both in the interest of the NMC and the obligation of the NMC through its charter to develop intellectual property. All NMC staff and contractors are encouraged to disclose inventions through their home institutions, if it is not the NMC. NMC based researchers should disclose through the NMC. NMC researchers will be eligible for royalty sharing agreements with the inventor that are comparable to the policies at our partner institutions.

**Publication.** Consistent with its charter to promote basic research and its tenet of open access to information, NMC supports and encourages all contractors to promptly release or publish research results produced under its auspices. Work produced with NMC funds should acknowledge both the NMC and the funding agency. The NMC respects all obligations that visiting researchers have to their home institutions regarding intellectual property and publishing.

**Liability.** The NMC General Liability policy does not cover the work contractors. The contractor shall indemnify and hold NMC harmless for all costs, damages and liabilities that arise from their operations on and off of NMC property. Contractors may purchase their own insurance to cover their liability for their operations. The cost is approximately \$500. NMC can provide information on where to obtain this insurance.

**Work Week.** The NMC business hours are 8:30 to 5:30 and the normal business day includes a 1 hour lunch. Administrative and support contractors are expected to work during normal business hours in order to ensure smooth business operations.

Research contractors are expected to be available if needed by their project or the NMC during normal business hours.