



UNIVERSITY OF BALTIMORE EMPLOYMENT CONTRACT & HIRE

_____ **CONTRACTUAL I (6 MONTHS OR LESS)**
 _____ **CONTRACTUAL II (6 MONTHS OR MORE)**

PLEASE COMPLETE IN FULL – INCOMPLETE, INCORRECT OR MISSING INFORMATION WILL RESULT IN DELAYED PROCESSING

APPOINTEE LEGAL NAME: LAST			FIRST			MIDDLE			PEOPLESOFT ID #:		
APPOINTEE RESIDENCE ADDRESS: STREET				CITY		STATE		ZIP CODE		LAST 4 DIGITS OF SOCIAL SECURITY #:	
JOB CLASSIFICATION TITLE:						<input type="checkbox"/> NEW CONTRACT <input type="checkbox"/> CONTINUING/RENEWAL		FIRST UB EMPLOYMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO			
CONTRACT EFFECTIVE DATES:			HOURS PER WEEK:		HOURLY RATE: \$		<input type="checkbox"/> MEMO PAY <input type="checkbox"/> TOTAL CONTRACT AMOUNT: \$		CURRENT REGULAR UB EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
START DATE:		END DATE:		<input type="checkbox"/> NON-EXEMPT <input type="checkbox"/> EXEMPT							
WORK SITE: <input type="checkbox"/> CAMPUS <input type="checkbox"/> OFF CAMPUS											
HR DEPARTMENT NAME:			HR DEPT #		SUPERVISOR NAME:			WORKGROUP: WC -			
BUDGET	DEPARTMENT # (7 DIGITS):		ACCOUNT # (6 DIGITS):		FUND # (4 DIGITS):		POSITION (PIN) #:				
IF GRANT FUNDED, PLEASE PROVIDE PROJECT GRANT NUMBER AND PROGRAM CODE			PROJECT GRANT # (7 DIGITS):			PROGRAM # (3 DIGITS):					
DESCRIPTION OF DUTIES (ATTACH POSITION DESCRIPTION)											
JUSTIFICATION – PURPOSE AND REASON FOR REQUESTING THIS APPOINTMENT:											
<input type="checkbox"/> FULL-TIME (30 HOURS PER WEEK OR MORE)			<input type="checkbox"/> PART-TIME (LESS THAN 30 HOURS PER WEEK)			<input type="checkbox"/> VARIABLE		<input type="checkbox"/> SEASONAL (LESS THAN 90 DAYS)			
APPROVAL & REVIEW SIGNATURES	CONTRACT COORDINATOR				DATE		DEPARTMENT BUSINESS/FINANCE OFFICER				DATE
	DEPARTMENT HEAD				DATE		DIVISION HEAD/DEAN				DATE
	PROVOST (ACADEMIC APPOINTMENTS ONLY)				DATE		HUMAN RESOURCES (APPLICABLE REVIEWS)				
	GRANTS OFFICER (GRANT FUNDED APPOINTMENTS)				DATE		<input type="checkbox"/> COMPENSATION		DATE		
						<input type="checkbox"/> RECRUITMENT		DATE			
						<input type="checkbox"/> BENEFITS		DATE			
THE FOLLOWING AGREEMENT IS THE EXCLUSIVE STATEMENT OF THE AGREEMENT OF THE PARTIES WITH RESPECT TO THIS EMPLOYMENT AND SUPERSEDES ALL PRIOR AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS, PROPOSALS AND REWARDS, WHETHER WRITTEN OR ORAL, RELATING TO THIS EMPLOYMENT.											
<input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT HAVE OTHER EMPLOYMENT WITH A STATE AGENCY OR OTHER USM INSTITUTION. IF YOU DO, COMPLETE THE OTHER EMPLOYMENT QUESTIONNAIRE.											
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE REVIEWED THE FOLLOWING AGREEMENT, AGREED WITH AND AFFIXED THEIR SIGNATURES:											
CONTINGENT EMPLOYEE SIGNATURE					DATE		UB SUPERVISOR SIGNATURE			DATE	

THIS AGREEMENT IS BETWEEN THE UNIVERSITY OF BALTIMORE, AND AGENCY OF THE STATE OF MARYLAND, 1420 N. CHARLES STREET, BALTIMORE, MD 21201, (HEREINAFTER CALLED "UNIVERSITY"), AND _____ (HEREINAFTER CALLED "EMPLOYEE") WHOSE IDENTIFYING INFORMATION IS LISTED ON PAGE ONE OF THIS AGREEMENT.

ARTICLE I – NATURE OF CONTRACT

1. THIS AGREEMENT IS INTENDED TO ESTABLISH AN AT WILL EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN THE TWO PARTIES. ALL THE RIGHTS AND PRIVILEGES AVAILABLE TO THE EMPLOYEE ARE GOVERNED SOLELY BY THE PROVISIONS OF THIS CONTRACT.
2. THE EMPLOYEE IS A CATEGORY I CONTINGENT EMPLOYEE. AS SUCH, HE/SHE IS NEITHER A USM NON-EXEMPT NOR USM EXEMPT EMPLOYEE, AND DOES NOT OCCUPY A REGULAR STATE POSITION. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE EMPLOYEE IS ENTITLED TO NONE OF THE BENEFITS AFFORDED TO A REGULAR EMPLOYEE, AND IS NOT COVERED BY THE STATE PERSONNEL REFORM ACT OF 1996 OF THE STATE PERSONNEL AND PENSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, OR ANY OTHER SIMILAR RIGHT OR PROTECTION AFFORDED TO REGULAR EMPLOYEES.

ARTICLE II – TERM AND SCOPE OF SERVICES

1. THE UNIVERSITY DOES HEREBY APPOINT THE EMPLOYEE INDICATED ABOVE TO THE DESCRIBED POSITION AND FOR THE TIME DURATION AS NOTED ON PAGE ONE OF THIS AGREEMENT. [NOTE: AGREEMENT CANNOT CROSS OVER FISCAL YEARS, NOR BE WRITTEN FOR MORE THAN SIX (6) MONTHS.]
2. THE EMPLOYEE'S DUTIES SHALL BE PERFORMED UNDER SUPERVISION AND INCLUDE THE TASKS AS NOTED ON PAGE ONE OF THE AGREEMENT AND/OR IN THE ATTACHED POSITION DESCRIPTION.
3. PROVIDED THE EMPLOYEE IS PAID HOURLY, ANY HOURS IN EXCESS OF 40 HOURS PER WEEK ARE SUBJECT TO THE OVERTIME PROVISIONS APPLICABLE TO NON-EXEMPT EMPLOYEES ONLY.

ARTICLE III – COMPENSATION AND BENEFITS

1. THE EMPLOYEE SHALL BE PAID ONLY FOR HOURS THAT HE/SHE IS REQUIRED TO WORK.
2. THE EMPLOYEE AGREES TO PREPARE AND SUBMIT A WEB TIMESHEET SETTING FORTH THE ACTUAL HOURS WORKED BY THE EMPLOYEE. IT IS ALSO AGREED THAT ANY OVERTIME CLAIMED WILL BE SUBMITTED ON THE TIMESHEET AS AN EXPRESS AUTHORIZATION FOR OVERTIME BY THE EMPLOYEE'S SUPERVISOR AS SPECIFIED ON THE OVERTIME PANELS INCLUDED ON THE WEB TIMESHEET. IN THE CASE OF A SPECIFIC DELIVERABLE, THE EMPLOYEE MUST SHOW EVIDENCE OF SATISFACTORY PROGRESS.
3. THE EMPLOYEE SHALL BE COVERED BY FICA (SOCIAL SECURITY), WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE.
4. THE EMPLOYEE MAY PARTICIPATE IN STATE AND/OR USM SPONSORED LIFE INSURANCE, DISABILITY INCOME PROTECTION PLANS AND HEALTH INSURANCE. THE EMPLOYEE MAY QUALIFY FOR SUBSIDIZED HEALTH INSURANCE BASED ON THE ELIGIBILITY REQUIREMENTS OF THE AFFORDABLE CARE ACT. EACH CONTRACTUAL EMPLOYEE IS REVIEWED FOR ELIGIBILITY. WHETHER OR NOT THE EMPLOYEE QUALIFIES FOR THE SUBSIDY, HE/SHE HAS 60 DAYS FROM THE DATE OF THEIR ORIGINAL CONTRACT WITH THE UNIVERSITY OF BALTIMORE TO ENROLL IN ANY OF THE PLANS IDENTIFIED IN THIS PARAGRAPH. IF THE EMPLOYEE CHOOSES NOT TO ENROLL WITHIN THE 60-DAY PERIOD, HE/SHE MUST WAIT UNTIL THE NEXT SCHEDULED ANNUAL BENEFITS OPEN ENROLLMENT PERIOD.
5. THE EMPLOYEE MAY PARTICIPATE IN SEVERAL DEFERRED COMPENSATION PLANS THROUGH PRE-TAX PAYROLL DEDUCTIONS.
6. THE EMPLOYEE SHALL NOT BE ENTITLED TO OTHER BENEFITS AFFORDED TO REGULAR EMPLOYEES OR CATEGORY II CONTINGENT EMPLOYEES.

ARTICLE IV – WORK PRODUCT AND PROPERTY RIGHTS

ALL RECORDS, DOCUMENTS, WORK PAPERS, AND WORK PRODUCT DEVELOPED IN THE PERFORMANCE OF THIS AGREEMENT SHALL BE THE PROPERTY OF AND AVAILABLE TO THE STATE FOR ITS USE WITHOUT PAYMENT OF ROYALTY OR ADDITIONAL COST AND SHALL NOT BE THE SUBJECT OF AN APPLICATION FOR A COPYRIGHT OR PATENT BY, OR ON BEHALF OF THE EMPLOYEE AGREES TO INDEMNIFY, PROTECT AND SAVE HARMLESS THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES WITH RESPECT TO ANY CLAIMS, ACTIONS, COSTS, JUDGMENTS FOR PATENT INFRINGEMENT ARISING OUT OF THE PURCHASE OR USE OF MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES BY THIS AGREEMENT.

ARTICLE V – LIABILITY

THE EMPLOYEE IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM THE EMPLOYEE'S ACTS OR OMISSIONS. UNDER SOME CIRCUMSTANCES, AS PROVIDED BY LAW, THE STATE MAY SATISFY ALL OR PART OF A JUDGMENT RENDERED AGAINST THE EMPLOYEE FOR ACTS OR OMISSIONS OCCURRING IN THE COURSE OF THE EMPLOYMENT.

ARTICLE VI – DISCHARGE AND TERMINATION

1. TERMINATION AT WILL: THE EMPLOYEE SERVES AT THE PLEASURE OF THE APPOINTING AUTHORITY. THE APPOINTING AUTHORITY MAY, IN HIS/HER DISCRETION, TERMINATE THIS AGREEMENT AT ANY TIME WITH OR WITHOUT CAUSE, OR FOR CONVENIENCE THAT INCLUDE, BUT IS NOT LIMITED TO INSUFFICIENT FUNDS.
2. TERMINATION BY EMPLOYEE: THE EMPLOYEE MAY TERMINATE THIS AGREEMENT BY GIVING THE UNIVERSITY SUCH PRIOR WRITTEN NOTICE AS IS REASONABLE UNDER THE CIRCUMSTANCES FOR ORDERLY TRANSITION OF HIS OR HER DUTIES AND RESPONSIBILITIES: IN NO EVENT SHALL THAT NOTICE BE LESS THAN TEN

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WORKING DAYS. IN THE EVENT OF TERMINATION BY THE EMPLOYEE, THE EMPLOYEE IS ENTITLED TO COMPENSATION FOR SERVICES ADEQUATELY RENDERED AND APPROVED EXPENSES REASONABLY INCURRED PRIOR TO THE DATE OF TERMINATION, AS DETERMINED BY THE UNIVERSITY.

3. **TERMINATION BY OPERATION OF LAW:** FUNDS SUFFICIENT TO SUPPORT THIS AGREEMENT MUST BE APPROPRIATED BY THE GENERAL ASSEMBLY OR OTHERWISE LAWFULLY AVAILABLE FOR EXPENDITURE BY THE UNIVERSITY FOR THIS PURPOSE. IF FUNDS ARE NOT APPROPRIATED OR OTHERWISE LAWFULLY AVAILABLE FOR THIS PURPOSE, THIS AGREEMENT WILL TERMINATE BY OPERATION OF LAW AS OF THE BEGINNING OF THE FISCAL YEAR IN WHICH NO FUNDS ARE AVAILABLE.
4. UPON TERMINATION OF THIS AGREEMENT IN WHOLE OR PART, THE EMPLOYEE WILL TAKE WHATEVER ACTION IS NECESSARY TO PROVIDE FOR AN ORDERLY TRANSFER OF WORK IN PROGRESS TO HIS OR HER SUCCESSOR.

ARTICLE VII – GENERAL CONDITIONS

1. THE EMPLOYEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, RULES, REGULATIONS, AND POLICIES, INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE MARYLAND PUBLIC ETHICS LAW.
2. THE EMPLOYEE WILL NOTIFY HIS OR HER SUPERVISOR IF, DURING THE TERM OF THIS AGREEMENT, THE EMPLOYEE IS CHARGED WITH ANY CRIMINAL OFFENSE OR IS UNDER INVESTIGATION FOR ANY SUSPECTED CRIMINAL OFFENSE.
3. THIS CATEGORY I CONTINGENT AGREEMENT IMPLIES NO EXPECTATION OF CONTINUED EMPLOYMENT, RENEWAL OR RE-CONTRACT BEYOND THE ABOVE CITED TERM.
4. THE EMPLOYEE ACKNOWLEDGES RECEIPT OF THE STATE OF MARYLAND SUBSTANCE ABUSE POLICY.
5. THE EMPLOYEE AGREES TO PROVIDE THE UNIVERSITY EVIDENCE OF EMPLOYABILITY AS REQUIRED BY THE DEPARTMENT OF HOMELAND SECURITY (FORM I-9).

ARTICLE VIII – APPROVALS

THIS AGREEMENT AND ANY AMENDMENT(S) OR MODIFICATION(S) THERETO ARE EFFECTIVE WHEN EXECUTED BY ALL PARTIES. THIS AGREEMENT HAS BEEN APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE STATE OF MARYLAND OFFICE OF THE ATTORNEY GENERAL.

THIS AGREEMENT IS BETWEEN THE UNIVERSITY OF BALTIMORE, AND AGENCY OF THE STATE OF MARYLAND, 1420 N. CHARLES STREET, BALTIMORE, MD 21201, (HEREINAFTER CALLED "UNIVERSITY"), AND _____ (HEREINAFTER CALLED "EMPLOYEE") WHOSE IDENTIFYING INFORMATION IS LISTED ON PAGE ONE OF THIS AGREEMENT.

ARTICLE I – NATURE OF CONTRACT

1. THIS AGREEMENT IS INTENDED TO ESTABLISH AN AT WILL EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN THE TWO PARTIES. ALL THE RIGHTS AND PRIVILEGES AVAILABLE TO THE EMPLOYEE ARE GOVERNED SOLELY BY THE PROVISIONS OF THIS CONTRACT.
2. THE EMPLOYEE IS A CATEGORY II CONTINGENT EMPLOYEE, WHOSE WRITTEN AGREEMENT IS FOR A TERM OF SIX MONTHS OR MORE, BUT NO MORE THAN 12 CONSECUTIVE MONTHS, AND IS ON A FULL-TIME BASIS (80 HOURS BI-WEEKLY) OR ON A PART-TIME BASIS (MINIMUM OF 40 HOURS BI-WEEKLY), AND IS NOT SEASONAL OR INTERMITTENT IN NATURE. AS SUCH, HE/SHE IS NEITHER A USM NON-EXEMPT NOR USM EXEMPT EMPLOYEE, AND DOES NOT OCCUPY A REGULAR STATE POSITION. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE EMPLOYEE IS ENTITLED TO NONE OF THE BENEFITS AFFORDED TO A REGULAR EMPLOYEE, AND IS NOT COVERED BY THE STATE PERSONNEL REFORM ACT OF 1996 OF THE STATE PERSONNEL AND PENSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, OR ANY OTHER SIMILAR RIGHT OR PROTECTION AFFORDED TO REGULAR EMPLOYEES.

ARTICLE II – TERM AND SCOPE OF SERVICES

1. THE UNIVERSITY DOES HEREBY APPOINT THE EMPLOYEE INDICATED ABOVE TO THE DESCRIBED POSITION AND FOR THE TIME DURATION AS NOTED ON PAGE ONE OF THIS AGREEMENT.
2. THE EMPLOYEE'S DUTIES SHALL BE PERFORMED UNDER SUPERVISION AND INCLUDE THE TASKS AS NOTED ON PAGE ONE OF THE AGREEMENT AND/OR IN THE ATTACHED POSITION DESCRIPTION.
3. PROVIDED THE EMPLOYEE IS PAID HOURLY, ANY HOURS IN EXCESS OF 40 HOURS PER WEEK ARE SUBJECT TO THE OVERTIME PROVISIONS APPLICABLE TO NON-EXEMPT EMPLOYEES ONLY. CONTINGENT II EMPLOYEES ARE REQUIRED TO WORK A MINIMUM OF 40 HOURS BI-WEEKLY.

ARTICLE III – COMPENSATION AND BENEFITS

1. THE EMPLOYEE SHALL BE PAID ONLY FOR HOURS THAT HE/SHE IS REQUIRED TO WORK.
2. THE EMPLOYEE AGREES TO PREPARE AND SUBMIT A WEB TIMESHEET SETTING FORTH THE ACTUAL HOURS WORKED BY THE EMPLOYEE. IT IS ALSO AGREED THAT ANY OVERTIME CLAIMED WILL BE SUBMITTED ON THE TIMESHEET AS AN EXPRESS AUTHORIZATION FOR OVERTIME BY THE EMPLOYEE'S SUPERVISOR AS SPECIFIED ON THE OVERTIME PANELS INCLUDED ON THE WEB TIMESHEET. IN THE CASE OF A SPECIFIC DELIVERABLE, THE EMPLOYEE MUST SHOW EVIDENCE OF SATISFACTORY PROGRESS.
3. THE EMPLOYEE SHALL BE COVERED BY FICA (SOCIAL SECURITY), WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE.
4. THE EMPLOYEE MAY PARTICIPATE IN STATE AND/OR USM SPONSORED LIFE INSURANCE, DISABILITY INCOME PROTECTION PLANS AND HEALTH INSURANCE. IF THE EMPLOYEE WORKS 30 HOURS PER WEEK OR MORE, HE/SHE IS ELIGIBLE FOR THE STATE'S ALTERNATIVE SUBSIDY FOR HEALTH INSURANCE UNDER THE AFFORDABLE CARE ACT. WHETHER OR NOT THE EMPLOYEE QUALIFIES FOR THE SUBSIDY, HE/SHE HAS 60 DAYS FROM THE DATE OF THEIR ORIGINAL CONTRACT WITH THE UNIVERSITY OF BALTIMORE TO ENROLL IN ANY OF THE PLANS IDENTIFIED IN THIS PARAGRAPH. IF THE EMPLOYEE CHOOSES NOT TO ENROLL WITHIN THE 60-DAY PERIOD, HE/SHE MUST WAIT UNTIL THE NEXT SCHEDULED ANNUAL BENEFITS OPEN ENROLLMENT PERIOD.
5. THE EMPLOYEE MAY PARTICIPATE IN SEVERAL DEFERRED COMPENSATION PLANS THROUGH PRE-TAX PAYROLL DEDUCTIONS.
6. THE MINIMUM LEAVE BENEFITS TO BE PROVIDED TO ALL CONTINGENT CATEGORY II EMPLOYEES, ON AN ANNUAL BASIS, ARE LISTED BELOW. THESE BENEFITS SHALL BE PRO-RATED FOR CONTRACTS OF LESS THAN ONE YEAR AND FOR LESS THAN FULL-TIME EMPLOYMENT:
 - a. 8 DAYS, NOT TO EXCEED 64 HOURS, OF CONTINGENT LEAVE (PRO-RATED FOR CONTINGENT II EMPLOYEES WORKING LESS THAN 100%). LEAVE MAY BE USED FOR ANNUAL, SICK, OR PERSONAL, BUT WILL BE CODED USING THE LEAVE CODE CLV.
 - b. 14 HOLIDAYS* IF THEY OCCUR DURING YOUR ACTIVE CONTRACT, AS FOLLOWS:

• NEW YEAR'S DAY	• COLUMBUS DAY
• MARTIN LUTHER KING'S BIRTHDAY	• VETERAN'S DAY
• PRESIDENT'S DAY	• THANKSGIVING DAY
• MEMORIAL DAY	• DAY AFTER THANKSGIVING
• INDEPENDENCE DAY	• CHRISTMAS DAY
• LABOR DAY	• THREE (3) ADMINISTRATIVE HOLIDAYS
- * GENERAL ELECTION DAY IS INCLUDED IN GENERAL ELECTION YEARS.
- c. IT IS FURTHER UNDERSTOOD THAT:
 - THE SUPERVISOR MUST AUTHORIZE ALL LEAVE USAGE.

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- HOLIDAYS MUST BE USED ON THE DATE OF THE OCCURRENCE EXCEPT IN CASES OF EMERGENCY. IN SUCH A CASE, THE SUPERVISOR MAY APPROVE AN ALTERNATE DAY WITHIN THE MONTH OF THE SCHEDULED HOLIDAY.
 - HOLIDAYS FOR EMPLOYEES WORKING IN UB POLICE DEPARTMENT (UBPD) WILL BE EARNED 45 DAYS FROM WHEN THE HOLIDAY OCCURS. SINCE UBPD IS A 24-HOUR OPERATION, UBPD EMPLOYEES MAY BE SCHEDULED TO WORK ON STANDARD HOLIDAYS, AND MAY USE THE HOLIDAY ON AN ALTERNATE DAY.
 - ALL HOLIDAYS AND LEAVE MUST BE TAKEN DURING THE CONTRACT PERIOD, MAY NOT CARRY FORWARD INTO A NEW CONTRACT PERIOD, AND CANNOT BE PAID IN CASH AT TERMINATION OF EMPLOYMENT.
 - A STANDARD WORKDAY IS EIGHT (8) HOURS, UNLESS AN ALTERNATIVE WORK SCHEDULE IS APPROVED AND MONITORED.
7. CONTINGENT II EMPLOYEES MAY PARTICIPATE IN THE USM'S TUITION REMISSION PROGRAM, AND ARE ELIGIBLE TO TAKE UP TO 8 CREDITS PER SEMESTER (PRO-RATED FOR EMPLOYEES WORKING LESS THAN FULL-TIME), FOR THE FALL, SPRING, AND SUMMER SEMESTERS AT THE UNIVERSITY OF BALTIMORE ONLY.
 8. CONTINGENT II EMPLOYEES WHO ARE CALLED FOR JURY DUTY SHALL BE ENTITLED TO JURY DUTY LEAVE FOR THE PERIOD OF TIME SERVED. DOCUMENTATION FROM THE COURT MUST BE PROVIDED THAT INDICATES THE DATE(S) SERVED.
 9. GRANT FUNDED CONTINGENT II EMPLOYEES MAY BE ENTITLED TO ADDITIONAL BENEFITS.

ARTICLE IV – WORK PRODUCT AND PROPERTY RIGHTS

ALL RECORDS, DOCUMENTS, WORK PAPERS, AND WORK PRODUCT DEVELOPED IN THE PERFORMANCE OF THIS AGREEMENT SHALL BE THE PROPERTY OF AND AVAILABLE TO THE STATE FOR ITS USE WITHOUT PAYMENT OF ROYALTY OR ADDITIONAL COST AND SHALL NOT BE THE SUBJECT OF AN APPLICATION FOR A COPYRIGHT OR PATENT BY, OR ON BEHALF OF THE EMPLOYEE AGREES TO INDEMNIFY, PROTECT AND SAVE HARMLESS THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES WITH RESPECT TO ANY CLAIMS, ACTIONS, COSTS, JUDGMENTS FOR PATENT INFRINGEMENT ARISING OUT OF THE PURCHASE OR USE OF MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES BY THIS AGREEMENT.

ARTICLE V – LIABILITY

THE EMPLOYEE IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM THE EMPLOYEE'S ACTS OR OMISSIONS. UNDER SOME CIRCUMSTANCES, AS PROVIDED BY LAW, THE STATE MAY SATISFY ALL OR PART OF A JUDGMENT RENDERED AGAINST THE EMPLOYEE FOR ACTS OR OMISSIONS OCCURRING IN THE COURSE OF THE EMPLOYMENT.

ARTICLE VI – DISCHARGE AND TERMINATION

1. TERMINATION AT WILL: THE EMPLOYEE SERVES AT THE PLEASURE OF THE APPOINTING AUTHORITY. THE APPOINTING AUTHORITY MAY, IN HIS/HER DISCRETION, TERMINATE THIS AGREEMENT AT ANY TIME WITH OR WITHOUT CAUSE, OR FOR CONVENIENCE THAT INCLUDE, BUT IS NOT LIMITED TO INSUFFICIENT FUNDS.
2. TERMINATION BY EMPLOYEE: THE EMPLOYEE MAY TERMINATE THIS AGREEMENT BY GIVING THE UNIVERSITY SUCH PRIOR WRITTEN NOTICE AS IS REASONABLE UNDER THE CIRCUMSTANCES FOR ORDERLY TRANSITION OF HIS OR HER DUTIES AND RESPONSIBILITIES: IN NO EVENT SHALL THAT NOTICE BE LESS THAN TEN WORKING DAYS. IN THE EVENT OF TERMINATION BY THE EMPLOYEE, THE EMPLOYEE IS ENTITLED TO COMPENSATION FOR SERVICES ADEQUATELY RENDERED AND APPROVED EXPENSES REASONABLY INCURRED PRIOR TO THE DATE OF TERMINATION, AS DETERMINED BY THE UNIVERSITY.
3. TERMINATION BY OPERATION OF LAW: FUNDS SUFFICIENT TO SUPPORT THIS AGREEMENT MUST BE APPROPRIATED BY THE GENERAL ASSEMBLY OR OTHERWISE LAWFULLY AVAILABLE FOR EXPENDITURE BY THE UNIVERSITY FOR THIS PURPOSE. IF FUNDS ARE NOT APPROPRIATED OR OTHERWISE LAWFULLY AVAILABLE FOR THIS PURPOSE, THIS AGREEMENT WILL TERMINATE BY OPERATION OF LAW AS OF THE BEGINNING OF THE FISCAL YEAR IN WHICH NO FUNDS ARE AVAILABLE.
4. UPON TERMINATION OF THIS AGREEMENT IN WHOLE OR PART, THE EMPLOYEE WILL TAKE WHATEVER ACTION IS NECESSARY TO PROVIDE FOR AN ORDERLY TRANSFER OF WORK IN PROGRESS TO HIS OR HER SUCCESSOR.

ARTICLE VII – GENERAL CONDITIONS

1. THE EMPLOYEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, RULES, REGULATIONS, AND POLICIES, INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE MARYLAND PUBLIC ETHICS LAW.
2. THE EMPLOYEE WILL NOTIFY HIS OR HER SUPERVISOR IF, DURING THE TERM OF THIS AGREEMENT, THE EMPLOYEE IS CHARGED WITH ANY CRIMINAL OFFENSE OR IS UNDER INVESTIGATION FOR ANY SUSPECTED CRIMINAL OFFENSE.
3. THIS CATEGORY II CONTINGENT AGREEMENT IMPLIES NO EXPECTATION OF CONTINUED EMPLOYMENT, RENEWAL OR RE-CONTRACT BEYOND THE ABOVE CITED TERM. THE EMPLOYEE ACKNOWLEDGES RECEIPT OF THE STATE OF MARYLAND SUBSTANCE ABUSE POLICY. 4
4. THE EMPLOYEE AGREES TO PROVIDE THE UNIVERSITY EVIDENCE OF EMPLOYABILITY AS REQUIRED BY THE DEPARTMENT OF HOMELAND SECURITY (FORM I-9).

ARTICLE VIII – APPROVALS

THIS AGREEMENT AND ANY AMENDMENT(S) OR MODIFICATION(S) THERETO ARE EFFECTIVE WHEN EXECUTED BY ALL PARTIES. THIS AGREEMENT HAS BEEN APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE STATE OF MARYLAND OFFICE OF THE ATTORNEY GENERAL.