

Independent Contractor Agreement

PLEASE ATTACH A RESUMÉ/CURRICULUM VITAE AND W-9.

PRIOR TO THE PERFORMANCE OF SERVICES, THIS FORM MUST BE COMPLETED AND APPROVED BY TOWER FOUNDATION

Funds for payment of the services will not be obligated until the proposed commitment has been reviewed and approved by Tower Foundation.	Date	Account Number		
Name (First, MI, Last) ("Contractor") PLEASE PRINT	Phone	Social Security Number/Taxpayer ID Number		
Home Address (Street number and name) No P.O. Boxes	City	State	ZIP	Country

TO BE COMPLETED BY PROPOSED CONTRACTOR

- a. Primary Occupation _____
- b. Dates of service to be performed _____
- c. Specific location of services to be performed _____
- d. Description of services to be performed _____
- e. Current or previous employee of: SJSU CSU Tower Foundation N/A If so, when? _____
- f. Previous contract with Tower? Yes No
- g. Fee is calculated at \$ _____ per hour Day Flat rate = \$ _____
- h. Expenses (copies of all receipts will be required): Yes No = \$ _____
- i. Total Estimate, not to exceed: = \$ _____
- j. Payment will be made upon receipt of invoice: At completion of all services; At following intervals _____
 With written report Other: _____
- k. U.S. citizen or permanent resident? Yes No If not, type of Visa _____

AGREEMENT OF INDEPENDENT CONTRACTOR: I agree to perform the services described at the rate indicated. I have read and agree to all of the stipulations of this agreement and the "General Provisions to Contract for Services of Independent Contractors" on the attached page. I understand that I am not an employee of the Tower Foundation, or of San José State University, and will not be subject to control and direction as to the details and means of performance of services.

CONTRACTOR SIGNATURE: _____ DATE: _____

MUST BE COMPLETED BY THE REQUESTING PROJECT DIRECTOR

I hereby authorize the obligation of funds described above and certify to the following conditions that the requested performance must meet.

- a. PURCHASING CERTIFICATION: I have followed the Tower Foundation Purchasing Policy as follows (for guidelines, consult Tower Foundation Accounting). For contracts from \$0 - \$25,000 – Bids or informal quotes are encouraged.
 - ≥ \$25,000 - Documentation of 3 or more quotes or formal sole source documentation attached. Contact Tower Foundation (4-1161) for assistance.
 - Sole Source – If no competitive bids were obtained, rationale for selection: _____
- b. CONFLICT OF INTEREST:
 - I certify that the proposed consulting arrangement does not create an actual or perceived conflict of interest and does not involve direct benefit to another person related by blood, marriage or similar relationships.
 - This consulting arrangement does have an actual or perceived potential conflict. A resolution plan, approved by my college dean and/or chair, is attached.

PRINT ACCOUNT HOLDER'S NAME _____ PHONE _____
 ACCOUNT HOLDER'S SIGNATURE _____ DATE _____

For Tower Foundation Use

Tower HR Approval: _____ Date: _____
 W-9 Attached? Yes No Object Code: _____
 Tower Accounting Approval: _____ Date: _____



GENERAL PROVISIONS TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORS

1. PAST CONTRACTS: Contractor agrees that, if requested, a listing of all contracts entered into during the last twenty-four months involving the State of California or The Tower Foundation of San José State University ("Tower") will be provided.
 1. USE OF INFORMATION: Contractor agrees not to utilize any information not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by terms of this agreement, regardless of whether Contractor is or is not under contract at the time such gain is realized. The report, survey or other product developed by Contractor pursuant to this agreement is the property of Tower and shall not be used in any manner by Contractor unless authorized by Tower. Breach of this provision will make the contract voidable at Tower's sole discretion, and Contractor shall be held liable for any damages incurred by Tower as a result of such breach.
 2. HOLD HARMLESS: **Contractor shall defend, indemnify and hold harmless** Tower, the State of California, the California State University, the Trustees of the California State University, the San José State University and the officers, directors, employees, volunteers and agents of each of them **(all of which are referred to as "State") from any and all loss, damage, or liability and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, and subcontractor, anyone directly or indirectly employed or engaged by any of them or anyone for whose acts any of them may be liable.**
 3. INDEPENDENT CAPACITY: Contractor, and the agents and employees of Contractor, in the performance of this agreement shall act in an independent capacity, and not as officers, employees, or agents of Tower, and as such are not eligible for workers' compensation and unemployment benefits.
 4. I-9 FORM: Contractor is responsible for completion and retention of the I-9 form, required by the INS as part of the Immigration Reform and Control Act of 1986, on any employees of Contractor.
 5. FAILURE TO PERFORM: Tower may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Tower may proceed with the work in any manner deemed proper by Tower. The cost to Tower shall be deducted from any sum due to Contractor under this agreement, and the balance, if any, shall be paid to Contractor upon demand.
 6. ASSIGNABILITY: This agreement is not assignable by Contractor either in whole or in part without prior express written consent of Tower.
 7. ALTERATION OR VARIATION: No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding to the parties hereto.
 8. EXPENSES: The consideration to be paid to Contractor, as provided herein, shall be payment for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

FAIR EMPLOYMENT PRACTICES

1. DISCRIMINATION: In the performance of this contract, Contractor shall not discriminate against any employee or applicant for employment with regard to all aspects of any employment relationship on the basis or race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, veteran status, political affiliation, union activity, nor, to the extent provided by state, federal and county law by reason of sex, age, sexual orientation or gender identity. Contractor shall post in conspicuous places, all notices regarding the employment discrimination laws as required by state and federal law including, but not limited to, the California Fair Employment and Housing Act and Title VII of the Civil Rights Act of 1964.
2. ACCESS TO RECORDS: Contractor shall permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the Department of Fair Employment and Housing or any other agency of the State of California designated for the purpose of investigation to ascertain compliance with the Fair Employment Practices of this contract.
3. REMEDIES FOR WILLFUL VIOLATION: In the event of a violation of the Fair Employment Practices provision of this contract, Tower shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by Tower in securing the goods or services hereunder shall be borne and paid by Contractor and by his/her surety under the performance bond, if any, and Tower may deduct from any monies due or that thereafter may become due to Contractor, the difference between the price named in the contract and the actual cost thereof to Tower.

The Tower Foundation of San José State University is an Equal Opportunity Employer. Tower complies with the requirements of all applicable state and federal laws including, without limitation, the Civil Rights Act of 1964, and Executive Order 11246.

QUESTIONS SHOULD BE DIRECTED TO:

TOWER FOUNDATION OF SAN JOSÉ STATE UNIVERSITY
ONE WASHINGTON SQUARE
SAN JOSÉ CA 95192-0183
408-924-1127