

San José State University Research Foundation

Determination of Independent Contractor Status Checklist - All Except CA (This form must be completed by the principal investigator or authorized account signer)

Prior to completing this checklist, please review the **Independent Contractor Policy** along with the list of individuals or categories that are **not** eligible to receive independent contractor agreements.

For federal tax purposes, independent contractor status is an important distinction. It affects how the contractor files tax returns and the contractor's responsibility for filing all appropriate taxes, including federal and state income tax, Social Security and Medicare tax. Please complete all sections of this checklist.

Agreement Number (assigned by Research Foundation Purchasing) **Independent Contractor** (Enter the full name)

Principal Investigator/Authorized Account Signer (Enter the full name) **Account Number** (please list all accounts to be charged)

Please carefully review and respond to the statements listed below. Provide explanations for all **"No"** responses on a separate sheet.

Yes = Indicates independent contractor (IC) status	No = May indicate dependent (employee) status	Yes	No
Independent Contractor Relationship Agreement: The Research Foundation and the independent contractor have entered into a formal Independent Contractor Agreement, not an employment agreement.			
Supervision: The Research Foundation will control or direct only the results of the work performed , and not the means and methods that the IC has chosen to accomplish the results. The Research Foundation will not directly supervise the work of the IC.			
Other Customers: The IC offers his or her business services to others (individuals and companies). The IC has the right to work for others, companies and individuals, while working on the Research Foundation project.			
Place of Work/Tools: The Research Foundation is not required to provide a work place for the IC, nor will it be required to provide the IC with work tools to perform the tasks required by the contract. The Research Foundation may ask the IC occasionally to use Research Foundation facilities and tools for its own convenience. However, that is not a requirement of the contract between the parties.			
Training: The Research Foundation will not be asked to provide training or instruction to the contractor on how to perform the work, and will not be asked to pay for external training.			
Assistants: The Research Foundation will not be asked to hire and will not control any assistants that the IC hires to assist him or her to perform work under this IC contract. The Research Foundation will not be required to provide assistance to the IC or his or her assistants. "Assistance" is defined as clerical, technical, or professional support.			
Payment Schedule: The Research Foundation and IC have agreed in advance upon how much will be paid by the Research Foundation, inclusive , according to an agreed-upon schedule (e.g. weekly; monthly; quarterly). The IC will submit original invoices on a timely basis, as appropriate and as required by funding agency.			
Period of Engagement and Non-Assignability Of Duties: The Research Foundation and the IC have contracted for a specific project over a specific period of time not to exceed twelve months. There is no continuing relationship between the parties. The contract lists termination conditions. The IC does not have the right to assign his or her duties under the IC agreement.			

Depending on your responses, an independent contractor relationship may or may not have been successfully established. Please contact Research Foundation Human Resources to discuss further any "No" responses **before** the assignment begins.

I certify that to the best of my knowledge all of the above information is correct.

P.I. or Authorized Signer Signature:

Date:

San José State University Research Foundation

Independent Contractor Agreement

Prior to the commencement of services, this agreement must be completed by all parties and approved by the SJSU Research Foundation. Complete this form if you are an individual, sole proprietor, or single person LLC. **Do not** complete this form if you have a C-Corporation, an S-Corporation, or are an LLC with a C-Corporation or an S-Corporation tax classification.

Please attach an IRS Form W-9 (Domestic) or W-8 (Foreign) to this form.

Required Attachments

- Curriculum Vitae/Resume
- IRS Form W-8/W-9

Payment Routing

- Mail to Payee
- Pick Up (Enter Phone #): _____
- Send through Intercampus Mail
- Extended Zip: _____

Information about the Independent Contractor

Legal Name (as shown on your income tax return): _____ Taxpayer ID/Soc. Sec. Number (must match legal name): _____

Business Name (DBA name, if applicable): _____

Address (street number and name): _____ City, State, and Zip: _____ Country: _____

Primary Occupation: _____ Phone #: _____ Email Address: _____

Have you been employed by the SJSU Research Foundation or the CSU System within the past 12 months?

- Yes No If yes, please indicate where and when: _____

Note: Active SJSU Research Foundation or CSU System employees are not eligible for IC status.

Are you a U.S. citizen or legal U.S. resident?

- Yes No If no, please indicate Visa type and expiration date (attach a copy): _____

Project Specifications to be Completed by the Principal Investigator (PI)

a. Dates of service to be performed (cannot exceed 12 mos. in length): _____ b. Specific location of services to be performed: _____ Check box if statement of work is attached.

c. Description of services to be performed/scope: _____

d. Deliverables: _____ e. Progress Reporting: _____

f. Fee for Services: \$ _____ per Hour Day Flat Rate Not to exceed a total amount of: \$ _____

g. Invoice will be submitted: Upon completion of services At specified intervals: _____

h. Sensitive Position (as defined by the [CSU](#)): Yes No

- If a sensitive position, check the box to indicate that all appropriate background checks have been completed by the independent contractor.

To be Completed by the Independent Contractor

This agreement shall be construed in accordance with, and governed by, the laws of the State of California.

I acknowledge that I am not an employee of the SJSU Research Foundation. I agree to perform the services described at the rate indicated.

I have read, I understand, and I agree to all covenants, conditions, and stipulations as set forth in this agreement, including, but not limited to, the [General Provisions and Non-Disclosure Agreement](#) found on SJSU Research Foundation's Forms web page.

I have read, understood, and agree to be bound by all duties, obligations, responsibilities, and conditions described in the [Independent Contractor Policy](#), which is incorporated into this agreement.

I understand that this agreement is not final and binding until all approvals have been obtained from all parties prior to the commencement of services.

If you are a consultant with your own consulting agreement, please check the box to indicate that this agreement is subject to additional terms.

- Attach your consulting agreement to this form for review and processing. If the terms and conditions of the fully executed consulting agreement conflict with this agreement, the terms and conditions set forth in the consulting agreement will prevail.

Signature: _____ Date: _____

Independent Contractor Initials _____ PI/Authorized Account Signer Initials _____ Purchasing Initials _____

To be Completed by the Requesting Principal Investigator (PI)

Certification and Justification Regarding these Services.

Services are essential because: _____

Competition Requirements (check one):

- Rationale for sole source selection: _____
- More than \$25,000 and no sole source justification; three quotes are attached.
- More than \$75,000 and no sole source justification; three formal bids based on written specifications are attached.

Conflict of Interest Disclosure:

A conflict of interest exists in any situation in which a person having official responsibilities for the SJSU Research Foundation is empowered to make decisions on behalf of their project/department and who, as a result of that authority, can potentially benefit personally, directly or indirectly, from an entity or person conducting business with the SJSU Research Foundation. Any conflict must be disclosed in full and reviewed by the SJSU Research Foundation Central Administration. The SJSU Research Foundation reserves the right to deny the selection of the individual as a contractor if the conflict cannot be mitigated.

I certify that I will adhere to all applicable SJSU Research Foundation policies.

I further certify that I will not receive any benefit, either directly or indirectly, from the contractor named on **page 1** and all expenditures will be appropriate to the account being charged. The amount charged to this account should not exceed the amount listed in **item "f" on page 1**.

PI/Authorized Account Signer's Signature: _____ Date: _____

PI/Authorized Account Signer's Printed Name: _____

PI/Authorized Account Signer's Phone #: _____ Email Address: _____

Account numbers to be charged: _____ Encumbrance Amount: _____

Administration Approvals

OSP Manager _____ Determination: _____ Date: _____

Human Resources: _____ Determination: _____ Date: _____

Purchasing: _____ P.O. #: _____ Date: _____

Accounting Distribution (Internal Use Only)

Quantity/ Taxable Amount	Account Number	Object Code	Invoice Number	Invoice Amount	Invoice Date	Misc. Code	Non-tax Shipping

PI/Authorized Account Signer Initials _____ Purchasing Initials _____