

San José State University Research Foundation

Determination of Independent Contractor Status Checklist - CA Only

For California Based Independent Contractors

(This form must be completed by the principal investigator or authorized account signer)

Prior to completing this checklist, please review the current Independent Contractor Policy along with the list of individuals or categories that are not eligible to receive independent contractor agreements. For both state and 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. In addition, independent contractor status will determine whether the individual must be paid minimum wage, paid overtime, provided meal and rest breaks and otherwise treated as an employee under the other applicable laws. Please complete all sections of this checklist.

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 = Indicates dependent (employee) status

Independent Contractor Checklist:

- Will the Research Foundation and the independent contractor enter into a formal Independent Contractor Agreement, not an employment agreement?

Yes:

No:

Please attach the proposed agreement.

- Is the Independent Contractor being hired to perform a service that is outside the usual course of the Research Foundation's business?

Yes:

No:

- Will the Research Foundation and the IC contract for the completion of a specific project, and not for a specific period of time?

Yes:

No:

- Will there be no continuing relationship between the parties following the completion of the project?

Yes:

No:

Supervision:

- Is the independent contractor free from the control or from the direction of the Research Foundation as to performing his or her work, both practically and in the contractual agreement between the parties?

Yes:

No:

- Will the Research Foundation control or direct **only** the results of the work performed by the IC, and not the means or methods that the IC chooses to accomplish the results?

Yes:

No:

Other Customers/Clients:

- Does the independent contractor offer his or her business services to others (individuals and companies)?

Yes:

No:

- Will the IC have the right to work for others, companies and individuals, while working on the Research Foundation project?

Yes:

No:

Independently Established:

- Is the independent contractor customarily engaged in an independently established trade, occupation, or business which is of the same nature as the work that IC will be hired for?

Yes:

No:

Business License:

- Does the IC have a currently valid business license?

Yes:

No:

We will review the proposed contract and your responses. 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. **NO INDEPENDENT CONTRACTOR MAY START UNTIL ALL NECESSARY APPROVALS ARE OBTAINED.**

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

Name (Print)

Signature

Date

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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 _____ C 4 Q F D J G J D M P D B U J P O 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 _____