

Independent Contractor Agreement

PRIOR TO THE PERFORMANCE OF SERVICES

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND APPROVED BY TOWER FOUNDATION
 A RESUME/CURRICULUM VITAE, W9, AND VENDOR DATA FORM MUST BE ATTACHED**

Contracts aggregating to greater than \$25,000 require 3 quotes or formal sole source documentation be attached.

1. MUST BE COMPLETED BY THE DEPARTMENT PRIOR TO SENDING TO CONTRACTOR

Contractor Name _____ Account Number _____

Date range of service(s) to be performed (12 months maximum) _____

Specific location of services to be performed _____

Scope of Work _____

Fee is calculated at \$ _____ per Hour Day Flat Rate Total Estimate = \$ _____

Payment to be made upon receipt of invoice:
 At completion of all services At following intervals: _____
 With written report Other _____

2. MUST BE COMPLETED BY PROPOSED CONTRACTOR

Legal Name (Last, First, MI) _____ Occupation _____

Address (Street # & Name) _____

City _____ State _____ Zip Code _____

Email Address _____ Phone Number _____

a. Current or previous employee of: SJSU CSU Tower Foundation If so, when? _____ N/A

b. US Citizen or Permanent Resident? Yes No If not, type of VISA and country of origin _____

AGREEMENT OF INDEPENDENT CONTRACTOR: I certify that all above information is correct and agree to perform the services described above 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" which are incorporated by reference on the attached page. I understand that I am not an employee of the Tower Foundation, nor of San Jose State University, and will not be subject to control and direction as to the details and means of performance of services.

CONTRACTOR
 SIGNATURE _____ DATE _____

3. MUST BE COMPLETED BY THE ACCOUNT HOLDER

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

CONFLICT OF INTEREST (choose ONE):

- 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 department chair or dean is attached.

ACCOUNT HOLDER'S NAME _____ PHONE NUMBER _____

ACCOUNT HOLDER'S SIGNATURE _____ DATE _____

FOR TOWER FOUNDATION USE

TOWER ACCOUNTING APPROVAL _____ DATE _____

TOWER HR APPROVAL _____ DATE _____

GENERAL PROVISIONS TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORS

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 Jose 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 solely 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 Jose State University and the officers, directors, employees, volunteers and agents of each of them 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, any 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 are not 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. Furthermore, Contractor is responsible for all tax reporting associated with any employees or subcontractors it contracts with.
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, unless otherwise expressly so provided.

CONTRACTOR'S 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 of 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.

QUESTIONS SHOULD BE DIRECTED TO

TOWER FOUNDATION OF SJSU
ONE WASHINGTON SQUARE
SAN JOSE CA 95192-0183
408-924-1127