



**AGREEMENT FOR THE PERFORMANCE OF AN INDEPENDENT CONTRACTOR**

\*\*\*\*\* This agreement must be fully approved by the University Corporation before work commences. \*\*\*\*\*

| PROJECT CONTACT |  | CHARTFIELD |      |      |                         |
|-----------------|--|------------|------|------|-------------------------|
| NAME            |  | ACCOUNT    | FUND | DEPT | PROJECT                 |
| EXT.            |  |            |      |      | Grants & Contracts Only |

**CONTRACTOR INFORMATION**

|  |    |                                    |                              |   |                 |
|--|----|------------------------------------|------------------------------|---|-----------------|
| Last Name, First Name, Middle Initial                |    |                                    |                              | If this is the first time you are requesting payment from Ucorp, a W-9 or 1042-S is required. |                 |
| Street Address                                       |    | City                               | State                        |   |                 |
| Is contractor a legal resident of the United States? |    | Immigration Status (if applicable) |                              |   |                 |
| Yes  | No | <input type="checkbox"/> F-1       | <input type="checkbox"/> J-1 | <input type="checkbox"/> Other  | Passport Number |

| TERM OF ENGAGEMENT |                | LOCATION WHERE SERVICES WILL BE PERFORMED |  |  |
|--------------------|----------------|---|--|--|
| Start Date         | Street Address | State                                     |  |  |
| End Date           | City           |   |  |  |

**EMPLOYMENT STATUS**

- Has the contractor been an employee of SFSU or UCorp at any point during the past 12 months?  
 If the answer to #1 is "Yes", please stop here. This person must be hired as a UCorp employee before performing work.
- The contractor provides the same or similar service to other clients.
- The contractor will be working full-time on this project.
- The contractor has the right to control & direct the means, manner, and method of providing services under this agreement, including starting & ending times, days of work, and the order of work performed.
- Contractor may hire, supervise, and pay assistants independent of project director, if contract amount does not increase as a result.
- Contractor will pay for his/her expenses involved in completing this work.
- Contractor will provide his/her own tools, supplies, and equipment.
- Contractor provides evidence that the services provided are made available or advertised to the general public.
- Contractor is liable for any expenses, liabilities, and/or losses he/she may encounter in completing his/her tasks.
- Contractor agrees that he/she cannot be paid for partial completion of a job, and may be liable to compensate the project for failure to complete assignment.

**SCOPE OF WORK**

Provide a detailed description of the work to be performed under this agreement. Note all deliverables. Attach additional pages if necessary.

Additional documentation attached: Yes No

**PAYMENT**

Estimated Hourly Rate: Agreement Not To Exceed:

**AGREEMENT OF THE CONTRACTOR**

I agree to perform the services described above at the amount indicated. I understand that I am not an employee of the University Corporation, the San Francisco State Foundation, or SFSU, because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of my service. **I have read and agree to all the covenants, conditions, certifications, and stipulations on both pages of this agreement as is evidenced by my signature below and on page 2.**

\_\_\_\_\_  
Signature of Independent Contractor Date

\_\_\_\_\_  
Signature of Project Director or Designee Date



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CERTIFICATION AND JUSTIFICATION REGARDING THE NEED FOR THESE SERVICES

I hereby authorize the obligation of funds indicated on Page 1, and certify the following conditions which I understand the requested performance agreement must meet:

- a. No current SFSU or UCorp employees can perform the services described on Page 1 because:
b. The selection process for this contractor included the following steps:
c. The fee is justified because it has been calculated at the rate:
customarily paid this consultant by Federal or other contracting agencies.
other (please describe):
d. The contractor holds the following certificates, licenses, and/or degrees:
e. Name of home institution, if applicable:

Project Director: Please indicate "True" or "False" for the statements listed below.

Table with 10 rows and 1 column containing statements for certification: 1 Project Director has not provided training to Individual. 2 The work to be performed is not essential to your project. 3 Individual does not have a continuing relationship to the project. 4 Individual has enough time available to pursue other gainful work. 5 Individual is not required to submit interim reports to you. 6 Individual is to be paid for the job, not for the time spent doing the job. 7 Individual may work for more than one firm at a time. 8 Individual can perform his/her services without use of project materials. 9 Individual cannot be fired at will, so long as the result specified in the contract is produced. 10 Individual has provided a certificate of insurance.

HOLD HARMLESS AGREEMENT: Contractor shall hold harmless, defend and indemnify The State of California; the Trustees of The California State University; San Francisco State University; The University Corporation, San Francisco State; and their employees, officers, directors, volunteers and agents from and against any and all liability, loss, damage expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

AGREEMENT AND SIGNATURE

We, the undersigned, understand that the agreement is not to be considered complete until it has been reviewed and approved by an authorized University Corporation representative. Contractor is prohibited from commencing work until explicit approval has been provided by the University Corporation.

Contractor Signature Date Authorized Project Signature Date

PROJECT CHECKLIST OF BACKUP DOCUMENTATION

- W-9 or 1042-S (New subcontractors only)
Scope of Work
Resume, curriculum vitae, bio, or other evidence that subcontractor is qualified to perform assigned work
Certificate of Liability Insurance

UNIVERSITY CORPORATION USE ONLY

HR Generalist Date Cost Allowability Date
Risk Management Date Authorized Signed/Approved for Independent Contractor Status Date