THE UNIVERSITY CORPORATION, SAN FRANCISCO STATE

P.O. BOX 320160, SAN FRANCISCO, CA 94132-0160

AGREEMENT FOR THE PERFORMANCE INDEPENDENT CONTRACTOR

D.C. #

IMPORTANT - READ & COMPLETE REVERSE

Date:

Independent Contractor Agreement must be completed, approved & authorized by Foundation prior to any payment.

Please ensure sections 1 through 6 are completed. Failure to provide adequate information may delay payment.

FOUNDATION PROJECT #: 9 1 0 0									
(Last first, Middle Initial - Please Print) Social Security Number									
NAME:	Street Number	er & Name	City	State	Zip	Country			
ADDRESS:	Street Number	or a maine	City	State	Σίρ	Country			
Legal resident of the Unite	d States? Yes	No Im	migration Status:						
			F-1 J-1 Other	Pa	ssport#				
F-1 J-1 Other Passport# If No, this payment is subject to 38% withholding: PLEASE COMPLETE THE 1042 S FORM									
1. Specific date(s) service(s) is (are) to be performed:									
Detailed description of services to be performed (required prior to payment):									
2 TOTAL FEE FOR THE	CONTRACT:								
3. TOTAL FEE FOR THIS CONTRACT:									
4. AGREEMENT of Independent Contractor: I agree to perform the services described above at the fee indicated. I understand that I am not an employee of the SFSU Foundation Inc. or SFSU because I follow an independent trade of profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipate results of my service.									
		SIGNATURE:							
			Independent Contractor						
5. CERTIFICATION AND	JUSTIFICATION RE	GARDING THE NEED FOR THE	SE SERVICES						
	-	cated on line 3 above), and certify to the	ne following conditions which I	understand the requ	ested				
performance agreeme		ne services desrcibed above because:							
a. No employees on t	ne project can penomi ti	ie services desiciped above pecause.							
b. The objective selection process for the above-named consultant included the following steps:									
-	because it is calculated a								
paid the consultant by the State;									
· ·	paid the consultant in his/her home institution; customarily paid this consultant by federal and / or non-federal contracting agencies;								
othe	er (evnlain):								
other (explain):									
6. Regular employment sta	atus of person renderir	ng service (this data required prior to	commitment), title, home, Ins	titution, Special cre	edential, etc.:				
	Al	UTHORIZED SIGNATURE	Date						
ACCOUNTING USE ONLY									
Vendor:		Acct:		Enc Nbr:					
Inv Date:									
P/F for Enc:		Rept Amt:		Dup Inv:					
Spec Msg.									
Date Received	Approv	red For Allowability	Date Received By A	/P Dept.	A/P Prod	essing			
By UCorp	Ву:				By:				
	Date:				Date:				

A. INSTRUCTIONS:

- 1. COMPLETE AND SUBMIT THIS FORM TO THE FOUNDATION PRIOR TO PERFORMANCE OF SERVICE. If Service is rendered prior to completion and approval of this form, payment and/or timely payment cannot be guaranteed.
- 2. All parts of section 5 must be completed and project director must sign before payment can be authorized. Par b. of section 5 should delineate how the project director determined that this particular independent contractor was the most qualified individual available to perform the service.
- 3. Please forward all copies of form to the Foundation for approval and processing.
- 4. Following completion of service, the invoice for Independent Contractor Services form should be completed and submitted to the Foundation. It is this latter form which triggers the payment process.
- 5. If this is your first payment from the Foundation, please complete a W 9 as required by the IRS.

B. IMPORTAANT NOTE:

This from will not constitute an agreement nor will fund for payment for the services be encumbered until the proposed commitment has been reviewed for:

- (1) Propriety in accordance with University and IRS policies and good business standards;
- (2) Allowability in accordance with funding agency restrictions; and
- (3) Availability of funds within the cited project account.

C. INTERNAL REVENUE SERVICE CHECKLIST:

The following 20 "common law" principles used by the IRS must be followed to avoid penalty assessed by the IRS for payments to fraudulent independant contractors.

In conjunction with the stringent policies and procedures adhered to by the Foundation concerning independent contractors:

- i. it is essential that the following questionnaire be completed and signed by both the contractor and the project director
- ii. this questionnaire should be submitted with a completed and signed Agreement for the Performance of Independent Contractor to the Foundation iii.the Foundation will not accept SFSU faculty or staff as independent contractors.

IMPORTANT

The Foundation uses the 20 common law principles as set forth by the IRS and the information provided by the contractor and project director to base its classification of an individual as and independent contractor.

The Foundation is not responsible for subsequent penalties as a result of an unfavorable determination made by the IRS as to me status of an individual as an independent contractor.

To: Project Director & Contractor

The following common law principles are applied by the IRS in their review of individuals being properly classified as independent contractors: Please respond and "T"rue, "F"alse, or "N/A" to each of the following statements regarding the individual being contracted to work for your project:

·-	Contractor - Signature	Date	Authorized Signature	Date
	20. The individual can not be pa	id for partial completion of a job,	and may be liable to compensate the project t	for failure to complete.
	19. The individual cannot be fire	d at will, so long as the result sp	ecified in the contract is produced.	
	18. The individual is liable for ar	ny expenses, liablilties, and/ or lo	sses he/she may encounter in performing his/	her job.
	17. The individual can prove tha	t the services provided are made	available (i.e., advertised) to the general pub	lic.
	16. The individual can perform h	is/her services without your proj	ect's facilities.	
	15. The individual will furnish he	er/her own tools and supplies.		
	14. The individual will pay for his	s/her expenses involved in comp	leting the work.	
	13. The individual works for mor	e than one firm at a time.		
	12. The individual is to be paid	for the job, not for the time spen	doing the job.	
	11. The individual is not require	d to submit interim reports to you	ı.	
	10. The individual will determine	e the order and sequence that he	s/she does the work.	
	9. The individual will decide who	en and where the work will be pe	rformed.	
	8. The individual has enough tir	me available to pursue other gair	ful work.	
	7. The individual may hire, supe	ervise, and pay assistants indepe	ndent of you.	
	6. The individual does not have	a continuing relationship with th	e project	
	5. The work to be performed is	not essential to your project.		
	4. Individual establishes his/her	own work hours.		
	3. Individual is allowed to hire of	other to do the work for them.		
	2. You have not provided training	ng to the individual to perform the	tasks.	
	 Individual is not given nor red 	quired to follow instructions to ac	coumplish their tasks.	

Should the Foundation decline to classify the individual as an independent contractor, you are left with two alternatives: [1] you may request an official IRS ruling via a "Determination of Employee Work Status for Purposes of Federal Employment Taxes and Income Tax Withholding" (Form SS-8 - see attached); or, [2] you may establish the individual as an employee of the Foundation.