

INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTANTS, LECTURERS, TECHNICAL SERVICES AND INTERNATIONAL VISITORS

Independent Contractor name:	Project:	Task:	Award:
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US Citizen Resident Alien Non-resident Alien *Are necessary tax and immigration forms attached?*

Country of Citizenship:	VISA/NAFTA status:
Contract Fee for service:	Expenses such as travel and meals:

Scheduled date(s) of service: _____

Description of services to be performed:

Explain need for Independent Contractor and describe selection criteria:

1. The Classification as Independent Contractor or Employee for Technical or Professional Services form must be completed if the payment is greater than \$200.00 **before** we can make this payment.

Has the independent contractor been a Research Foundation employee previously? _____ If yes, when? _____
If the individual was recently employed by the Research Foundation, in some cases we will need to treat individual as employee rather than independent contractor. Contractor agrees to perform as *Independent Contractor* and not as an agent or employee of the *Research Foundation*. *Independent Contractor* is not affiliated with Binghamton University as faculty, staff, student or other Binghamton University employment organizations on campus. **No State University of New York (SUNY) employee shall receive payments either directly or indirectly for consulting or lecturing services performed on any sponsored project at his/her home campus.** This requirement applies to the academic year as well as during the summer period. Services performed by Research Foundation of SUNY employees, students or other individuals associated with the University cannot be classified as consultant or independent contractor. Payment of honorarium to faculty affiliated with other SUNY campuses can receive up to a maximum of \$100.00 per day.

2. In most cases payment cannot be made in advance of the services. If contract fee is less than \$599.99 the agreement does not need to be signed by *Independent Contractor*. If contract fee is between \$600.00 and \$2,499.99 the agreement must be signed and returned to Research Foundation. If contract fee is greater than \$2,500.00 a formal contract must be signed and returned before we can make payment (s). In most cases the *Independent Contractor* must be provided a copy of this agreement. This agreement is also used to make payment for incidental services such as lecturing or honoraria. However, independent contractor does not need to sign or be given this agreement if contract fee is less than \$600.00.

3. It is understood and agreed that the *Research Foundation* may terminate this agreement upon written notice by registered mail addressed to the *Independent Contractor* when the *Research Foundation* determines that such termination is in the best interest of the *Research Foundation*. Likewise, the *Independent Contractor* may terminate this agreement upon 30 days written notice to the *Research Foundation* when the *Independent Contractor* determines that such termination is in the best interest of the *Independent Contractor*.

4. The *Independent Contractor* agrees that the material to be produced hereunder shall be considered "work for hire" which shall be owned by the *Research Foundation*.

5. It is understood and agreed that the services to be rendered by the *Independent Contractor* are unique and the *Independent Contractor* shall not assign, transfer, subcontract or otherwise dispose of the *Independent Contractor's* rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

6. This agreement shall not be construed to contain any authority either expressed or implied, enabling the *Independent Contractor* to incur any expense or perform any act on behalf of the *Research Foundation*. The *Research Foundation* will not assume any liability for Workers Compensation and Unemployment Compensation claims for the *Independent Contractor*.

7. This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

8. The *Independent Contractor* certifies that s(he) is in compliance with all federal, state, local reporting and appropriate tax requirements.

9. This agreement acts as an invoice from *Independent Contractor*.

10. If you agree to the above conditions please indicate by signing this Agreement in the space provided below. The above conditions are hereby accepted:

Independent Contractor's signature

Date

Independent Contractor's address

Independent Contractor's SSN,
EIN or ITIN (Required for
payment)

Approval for payment: I certify that the work performed was essential to the project, that the services could not be provided by any other person receiving salary support under the grant, and that the rate is appropriate based on the qualifications of the selectee and the nature of the work done.

Signature of Project Director or
authorized designee

Date

Authorization Signature Research Foundation of SUNY
Director or authorized designee

Date