



INDEPENDENT CONTRACTOR SERVICES FORM

Name of Independent Contractor:

_____ (full name of person)

Address: _____

Citizenship Status:* U.S. Citizen Resident Alien

Nonresident Alien (Visa/NAFTA status _____, country of citizenship _____)

Estimated Reimbursement Account Number Taxpayer Identification Number (TIN)

Fee: \$ _____ Social Security Number

Expenses: \$ _____ _____ _____

Total: \$ _____

Scheduled Dates of Performance: _____

Name of country where services are to be performed _____

Description of Services to be Performed: _____

+ Criteria for the classification of the person as an independent contractor (attach separate sheet if necessary): _____

Contractor Selection Criteria: _____

CERTIFICATION OF THE PROJECT DIRECTOR

I certify that the work to be performed is essential to the project, that the services cannot 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 to be done.

Signature of the Project Director

Date

Approved: _____

(Operations Manager)

Date

* Refer to reverse side of form for applicable definitions.

+ Refer to Appendix PP-X-C, "Classifying Workers as Employees or Independent Contractors" in the Purchasing/Payment Manual.

Citizens Status Definitions

Resident Alien The term applied by the IRS to a noncitizen in the U.S. who either holds an Alien Registration Receipt Card (INS-551), commonly known as a “Green Card,” representing approval from the U.S. Immigration and Naturalization Service to remain in the U.S. for an indefinite period of time, or meets the requirements of the substantial presence test for taxation and withholding purposes.

Nonresident Alien The term applied by the Internal Revenue Service (IRS) to a person in the U.S. who is neither a U.S. citizen nor a resident alien.

Visa Status

Nonresident aliens who have a visa must indicate the type of visa that they hold. The visa type can be obtained from the visa or from the alien's Arrival/Departure Record (Form I-94). The visa type determines the type of payment the nonresident alien can receive.

NAFTA Status

Canadian and Mexican business persons can enter the U.S. under one of four categories covered under the North American Free Trade Agreement (NAFTA). Only two of the four categories apply to Research Foundation business. The alien must indicate that they are either a B-1 Temporary Business Visitor or a TN Professional.

**THE TWENTY FACTORS OF THE “COMMON LAW TEST”
FOR
CLASSIFYING INDEPENDENT CONTRACTORS**

TO BE COMPLETED BY PROJECT DIRECTOR:

PROJECT DIRECTOR’S NAME: _____
(Please Print)

ACCOUNT NUMBER: _____

VENDOR NAME: _____

All of the factors listed below **must** be considered in determining whether an employment relationship exists. In the right hand column, check either “Employee” or “Independent Contractor” to certify which relationship best fits each of the twenty factors.

	<u>Employee</u>	<u>Independent Contractor</u>
1. <u>Compliance with instructions</u> – employees must comply with another person’s instructions on when, where, and how the work is performed. In a true independent contractor relationship, the only control to which the contractor is subject is the result.	[]	[]
2. <u>Training required</u> – independent contractors are not normally trained but rather are hired for their expertise in a field.	[]	[]
3. <u>Integration of services into business operations</u> – employees’ services are usually a vital part of the daily operation of an employer’s operation.	[]	[]
4. <u>Services rendered personally</u> – employees personally render the services, while contractors may delegate such work to others.	[]	[]
5. <u>Hiring, supervising, and paying assistants</u> – usually individuals who perform all these functions are treated as independent contractors.	[]	[]
6. <u>Continuing relationship</u> – employees are usually hired for an ongoing period, while a contractor’s work ends when the job does.	[]	[]
7. <u>Set hours of work</u> – employees usually must adhere to a worker schedule established by the employer.	[]	[]
8. <u>Full time required</u> – generally, employees work full-time for an employer, while independent contractors work when and for whom they choose.	[]	[]

9. **Doing work on employer's premise** – those working at the employer's site may be viewed as employees. [] []
10. **Services performed in order or sequence set** – persons told to perform work in a certain sequence generally are considered employees. [] []
11. **Oral or written reports** – employees are more likely to be required to submit regular reports to the employer. [] []
12. **Payment by hour, week, month** – typically, employees are paid on a regular basis, while independent contractors are compensated by the job or on a lump-sum or straight commission basis. [] []
13. **Payment of business and/or travel expenses** – employer payments of a person's work-related travel expenses generally indicates employee status. [] []
14. **Furnishing of tools and materials** – employees, not individual contractors, are generally provided with supplies. [] []
15. **Significant investment** – individuals who have a significant personal investment in the facilities they use for work are normally independent contractors. [] []
16. **Realization of profit or loss** – unlike employees, independent contractors realize a profit or loss based on their success in performing a service. [] []
17. **Working for more than one firm at a time** – individuals who perform services for a number of employers are usually independent contractors. [] []
18. **Making services available to general public** – individuals who regularly make their services available to the general public are usually treated as independent contractors. [] []
19. **Right to discharge** – employees can be fired, while independent contractors cannot be discharged if they fulfill contract specifications. [] []
20. **Right to terminate relationship without incurring liability** – an employee can terminate his employment relationship with his employer at any time, whereas an independent contractor may be liable for breach of contract for leaving work unfinished. [] []

PROJECT DIRECTOR'S SIGNATURE

DATE



WORKING RELATIONSHIP FORM

Campus Address:

Date: _____

Name of Independent Contractor

Address

We have received notification from _____ Project Director, that you have or will be rendering services to his/her research project as an independent contractor. As an independent contractor, no employee-employer relationship exists between you and the Research Foundation of State University of New York, ESF, or SUNY.

We would like to take this opportunity to clarify your status with the Research Foundation. If you feel that we have made a mistake in your classification, you must notify us within ten (10) working days from the date of this letter. As an independent contractor you are:

- Not eligible to file for or to collect unemployment benefits.
- Not eligible for workers' compensation coverage.
- Solely responsible for complying with all federal, state, and local requirements regarding reporting and paying taxes.
- Required to assign all right, title, and interest in the data or material you produce as a result of project activities to the Research Foundation, and are prohibited from publishing, permitting to be published, or distributing any information concerning the results or conclusions of the data or material you produce during or towards project activities. They are considered "works for hire" and are the property of the Research Foundation.
- Able to retain ownership of intellectual property included in deliverables to the extent that you have independently developed the intellectual property without Research Foundation financial support. With respect to such property, you agree to grant to the Research Foundation a royalty free, nonexclusive license to use such intellectual property for purposes consistent with the Research Foundation's obligations under the grant or contract that funds this project.
- Independent of the Research Foundation as defined by generally accepted auditing standards and U.S. Government Accountability Office (GAO)'s Government Auditing Standards. Accordingly, no relationship exists between the Research Foundation, ESF, or any of its employees, Board Members, or with any other person or agency that constitutes a conflict of interest with respect to the Research Foundation. You agree to give the Research Foundation written notice of any relationships entered into during the period of the agreement that would present a question concerning your independence as Independent Contractor.
- Are not currently, or within the past two years, a former RF or SUNY employee.
- Have no existing professional relationships that would present a conflict of interest between you and the Research Foundation. In addition, you will give the Research Foundation written notice of any professional relationships entered into during the period of the agreement that would present a conflict of interest. You have not had any professional relationships involving the Research Foundation, ESF, or any of its affiliates in the past five years that would constitute a conflict of interest relative to this agreement.

Your engagement as an independent contractor with the Research Foundation may be cancelled by the Foundation upon 30-days written notice.

Please review this form for a description of your services and fees.



If you have any questions or disagree with the information listed on this document or need any additional information concerning your status as an independent contractor, please feel free to contact _____(Name) at _____(Phone Number).

(Operations Manager)

cc: _____
(Project Director)

(Complete the bottom section and return the form to the campus if fees plus expenses are \$2,500 or more.)

I certify that I have read, understand, and accept this document and any attachments.

Signature

Tax Payer ID Number

Date



Description of Services:

Period of Service:

Fees and Expenses (Include maximum dollar amount of compensation):

Payment Schedules

Technical and Final Reporting Requirements

Other Information

Invoice

Billing Address:

SUNY Environmental Science and Forestry
Office of Research Programs
200 Bray Hall, 1 Forestry Drive
Syracuse, NY 13210
Attention: Research Office

Invoice Number: _____**Invoice Date:** _____**Purchase Order:** _____**Project Director:** _____**Award:** _____**Billing Period:** _____**Cumulative Cost Billed:** \$ _____**Current Period Activity:** \$ _____**Total Billed to Date:** \$ _____

Description of Services Performed:**Amount**

(This can be a summary – you will need to put a listing of detailed breakdown including cost share by expenditure category)

Total Amount Due: _____

I certify that this invoice is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that reimbursement is requested only for expenditures on items approved by the terms and conditions of the subcontract with the Foundation.

Contractor Signature**T.I.N. #:** _____