



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
