

SDSU RESEARCH FOUNDATION

WARNING: NO WORK SHOULD BE PERFORMED PRIOR TO OBTAINING SIGNATURE(S) FROM THE INDEPENDENT CONTRACTOR AND PRINCIPAL INVESTIGATOR OR DESIGNEE. THE INDEPENDENT CONTRACTOR FORM SHOULD BE FORWARDED TO THE SDSU RESEARCH FOUNDATION SPONSORED RESEARCH ADMINISTRATOR AS SOON AS POSSIBLE. UNLESS APPROVALS AND SIGNATURES HAVE BEEN OBTAINED FROM ALL PARTIES THE CONTRACT IS NOT VALID AND THE CONTRACTOR MAY NOT BE PAID IN A TIMELY MANNER.

INDEPENDENT CONTRACTOR PAYMENT AUTHORIZATION REQUEST & AGREEMENT

1. Contractor (Legal Name):	2. SDSU Red ID No - If no Red ID, or Vendor Information Form has not been completed in the last (2) years, complete and attach Vendor Information Form.		
3. Business Name:	4. Business License No. (attach copy)		
5. Address Line 1:	Address Line 2:	Phone:	
Address Line 3:	City:	State:	Zip Code:
6. Have you been employed by SDSU Research Foundation (SDSURF) or the CSU System within the past 18 months?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, please indicate where and when:			
7. Are you or anyone employed by you directly or indirectly related to anyone who is either employed or working on the same project that you will be working on pursuant to this agreement?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
If YES , please identify the name of the individual to whom you are related and how you are related: _____ <i>(SDSURF reserves the right to determine whether a particular relationship may represent an actual or potential conflict of interest, such that disqualification of Contractor is appropriate.)</i>			
8. Is payee a resident alien or U.S. citizen?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
If NO , complete and attach the Foreign National Information Form, W-8 and other required documents. If previously submitted, indicate date of submission to SDSURF: _____			
9. Identify Contractor's principal State of residence:			
10. Will services for SDSURF be performed within CA?			
<input type="checkbox"/> YES <input type="checkbox"/> NO			
If no, please identify state/country in which majority of work will be performed:			
11. Performance Dates: From: _____ To: _____			
12. Briefly describe the services to be performed and indicate any specifications that are required (if more space is needed, please attach additional pages):			
13. Fee calculation:			
\$ <input style="width: 150px;" type="text"/> for the job OR			
\$ <input style="width: 150px;" type="text"/> per <input style="width: 100px;" type="text"/> but not to exceed: <input style="width: 150px;" type="text"/>			
14. Payment will be made upon receipt of invoice:			
At the completion of all services? <input type="checkbox"/> YES <input type="checkbox"/> NO			
At the following designated intervals: <input style="width: 150px;" type="text"/> <input type="checkbox"/> YES <input type="checkbox"/> NO			

Certification & Agreement of Independent Contractor: By signing this agreement, Contractor certifies that the above information is true and correct, and that Contractor acknowledges that Contractor has read, understood and agrees to the terms and conditions of this agreement that are set forth above, as well as to those terms and conditions set forth below and on the reverse side of this document. Contractor agrees to perform the services agreed to at the rate indicated above. Contractor also understands and warrants that Contractor is not an employee of SDSU Research Foundation, and that it is the intent of the parties to enter into a relationship of an independent contractor and principal. Nothing in this agreement shall be interpreted or construed to create or establish an employment relationship between SDSU Research Foundation and Contractor, Contractor's employees or agents.

DATE: _____ CONTRACTOR'S SIGNATURE: _____

(Signature also required on page 3)

Check Box if Independent Contractor is a consultant with a signed consulting agreement: In lieu of the Certification & Agreement above with the Terms and Conditions on page three, please attach a copy of the signed consulting agreement with the first payment to the Consultant.

ACCOUNTING DISTRIBUTION

*****PROJECT AND SDSURF SIGNATURES ARE REQUIRED BEFORE PAYMENTS CAN BE PROCESSED*****

FUND		ACCOUNT	AMOUNT
Total: \$			

A conflict of interest exists in any situation in which a person having official responsibilities for SDSU Research Foundation is empowered to make decisions on behalf of their project/department and who, as a result of that authority, can potentially benefit personally, directly or indirectly, from an entity or person conducting business with SDSU Research Foundation. Any conflict must be disclosed in full and reviewed by the dean of the college. SDSU Research Foundation reserves the right to deny the selection of the individual as a Contractor if the conflict cannot be mitigated.

I certify that I will not receive any benefit, either directly or indirectly, from the Contractor named above.

Project Signature: _____ Date: _____

SDSURF Signature: _____ Date: _____

SDSURF Signature: _____ Date: _____

Subsequent Payment Requests

Check Amount Requested: \$ _____

Project Signature: _____

SDSURF Signature: _____

I certify that the sum of this check request and all other prior payment does not exceed the original contract agreement signed by the independent contractor or consultant.

TERMS AND CONDITIONS ON PAGE 3

CHECK DISTRIBUTION

SDSURF -EMERGENCY PICK UP ONLY

From: (3 letter initials) _____

By: (3 letter initials) _____

Vendor ID Number: _____ P.O. or G.E. Number: _____

Vendor Invoice Date: _____ Check Due Date: _____

Vendor Invoice Number: (15 characters may only use once): _____

SDSU RESEARCH FOUNDATION

TERMS AND CONDITIONS

1. Contractor understands and agrees that all services provided pursuant to the agreement, whether by Contractor or Contractor's employees or agents, shall be provided on an independent contractor basis. Contractor shall determine the method, manner, details, and means of performing the above-described services. SDSURF shall have no right to control the manner or to determine the method of accomplishing Contractor's services, and shall not attempt to do so. SDSURF reserves the right to specify the results to be achieved under this agreement. No work, act, commission, or omission by Contractor, Contractor's employees or agents, or by SDSURF shall be construed to make Contractor, or Contractor's employees or agents, employees of SDSURF.
2. Contractor shall make every effort to provide the highest quality services pursuant to this agreement. Contractor agrees to maintain in good order Contractor's professional and/or business licenses, permits, certifications and insurance coverages, and to abide by all legal and ethical requirements applicable to Contractor's profession and/or business. Contractor agrees that all services provided under this agreement shall be in accordance with currently approved methods and practices of Contractor's profession and/or business.
3. Contractor shall furnish and be solely responsible for all equipment and supplies that may be necessary to perform Contractor's services under this agreement. Contractor shall be solely responsible for the proper maintenance and care of Contractor's equipment, and Contractor shall immediately remedy and repair any defects in such equipment. Contractor agrees to indemnify SDSURF against any losses or liability that may be attributable to Contractor's equipment.
4. The fee to be paid Contractor, as set forth in this agreement, shall be full compensation for all services provided by Contractor or Contractor's employees or agents pursuant to this agreement. CONTRACTOR SHALL NOT BE ENTITLED TO PAYMENT UNTIL CONTRACTOR HAS SUBMITTED AN ORIGINAL ITEMIZED INVOICE AND STATEMENT TO SDSURF CERTIFYING THAT ALL SERVICES DESCRIBED IN THE INVOICE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SDSURF shall not be liable to Contractor for any expense incurred by Contractor in conducting Contractor's own business, or in providing services to SDSURF under this agreement, except as otherwise expressly approved in writing by SDSURF prior to Contractor incurring the expense.
5. Contractor may, at Contractor's own expense, employ assistants as Contractor, in its sole judgment, deems necessary to perform the services required of Contractor by this Agreement. SDSURF shall not have any authority to control, direct, or supervise Contractor's assistants or employees. Any person employed by Contractor to assist Contractor's rendition of services to SDSURF shall be the employee of Contractor only, and shall be so advised by Contractor upon hire. Contractor agrees to indemnify SDSURF and hold it harmless for any and all claims against SDSURF arising out of Contractor's employment of employees or others. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, social security, workers' compensation insurance, disability insurance, or other applicable tax payments and withholdings, if any. Proof of insurance coverage will be furnished by Contractor to SDSURF upon request.
6. Except for federal and California income tax that SDSURF may be required to withhold, Contractor agrees that it will be responsible for paying all taxes including, but not limited to, federal and state income taxes, social security taxes, unemployment insurance contributions, state disability insurance contributions, workers' compensation insurance contributions, and/or, if desired, health insurance for Contractor and/or Contractor's employees. Contractor warrants that it is now in compliance and hereby promises to continue to comply with all tax withholdings, filing and payment obligations imposed on Contractor as an independent contractor and/or an employer. Neither Contractor nor Contractor's employees shall be eligible for any benefits provided by SDSURF to its employees.
7. Contractor represents and warrants that contractor and contractor assistants are informed and assume all risk and hold the State of California, the Trustees of the CSU, San Diego State University and SDSU Research Foundation harmless from and against all risks associated with the performance of the services which are the subject of this agreement. Contractor agrees to indemnify, defend and hold harmless the State of California, the Trustees of the CSU, San Diego State University, SDSU Research Foundation, and their officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all assistants, contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance or non-performance of this Agreement.
8. Either party may terminate this Agreement at any time for any reason upon seven (7) days written notice to the other. Alternatively, this Agreement shall automatically terminate on the occurrence of any of the following events: (a) The occurrence of circumstances that make it impossible or impracticable for the business of SDSU Research Foundation, as it relates to the services provided by Contractor, to continue; (b) Contractor's (i) commission of any act of dishonesty; (ii) unauthorized disclosure of confidential information relating to SDSU Research Foundation, its employees or customers; (iii) death or continued incapacity to fully perform duties; (iv) breach of duty, carelessness or misconduct in the performance of Contractor's duties; (v) conviction of a violation of law; (vi) unjustifiable neglect of the duties contemplated hereunder; or (c) Any other act or omission by Contractor which in the opinion of SDSU Research Foundation has a direct adverse impact upon SDSU Research Foundation.
9. Contractor covenants and agrees to regard and preserve as confidential all proprietary information and trade secrets that may be obtained by Contractor in the course of Contractor's performance under this agreement. Contractor shall not utilize such proprietary information or trade secrets for any purpose. Any report, survey, software, or other product developed by Contractor for the purpose of providing any services incident to this agreement is deemed the property of SDSU Research Foundation, and shall not be used in any manner by Contractor unless authorized in writing by SDSU Research Foundation. Breach of this provision will make this agreement voidable at the option of SDSU Research Foundation, and Contractor shall be liable for any damages incurred by SDSU Research Foundation as the result of such breach. Contractor further warrants that any material produced by Contractor hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owners thereof, that said material shall contain no libelous or unlawful statements and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that Contractor will hold SDSU Research Foundation, its directors, officers, and employees harmless from any costs, expenses or damages resulting from any breach of this warranty.
10. Neither this agreement, nor any duties or obligations hereunder, shall be assignable by Contractor without prior written authorization from SDSU Research Foundation.
11. This document constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any other express or implied oral and written agreements between the parties. Other than as expressly set forth herein, the parties hereto expressly acknowledge that there are no other verbal or written promises, terms, conditions, or representations regarding any matter relevant hereto including, by way of example, the scope of Contractor's duties, the amount of Contractor's compensation or the duration of this agreement. This Agreement shall not be modified, extended or supplemented in any manner, except by a subsequent written contract signed by both Contractor and SDSU Research Foundation.
12. In executing this agreement, Contractor certifies that Contractor is not an employee of the Federal Government or an employee of any other project sponsored by a federal agency, and that Contractor shall not receive dual compensation for the services provided under this agreement.

CONTRACTOR'S
SIGNATURE: _____

Date: _____