

Independent Contractor Agreement

Must be typed or printed in ink
(A RESUMÉ / CURRICULUM VITAE MUST ACCOMPANY THIS AGREEMENT)

PRIOR TO THE PERFORMANCE OF SERVICES THIS FORM MUST BE COMPLETED AND APPROVAL OBTAINED FROM THE FOUNDATION HR.

This form will not constitute an agreement nor will funds for payment for the services be obligated until the proposed commitment has been reviewed and approved by the Foundation Central Administration.

Name (First, Middle Initial, Last) PLEASE PRINT		Phone		Social Security Number / T.I.N.	
Home Address (Street Number and Name)		City	State	Zip	Country

1. TO BE COMPLETED BY PROPOSED CONTRACTOR

- a. Dates of services to be performed: _____
- b. Specific location of services to be performed: _____
- c. Description of services to be performed: _____

d. **PRIMARY OCCUPATION** of person rendering service: Title, Home Institution, Special Credentials, etc. (If this is for a workshop, also attach a brochure or flyer.)

Business Lic. # _____

Current or previous employee of: ☐ SJSU ☐ CSU ☐ SJSU Foundation ☐ No If so, when? _____

e. Fee is calculated at \$ _____ ☐ Hour _____ ☐ Day _____ ☐ Flat Rate = \$ _____

f. Expenses (copies of receipts will be required): ☐ YES ☐ NO \$ _____

g. Total Estimate, not to exceed: \$ _____

h. Payment will be made upon receipt of invoice: ☐ At completion of all services: ☐ At intervals _____ ☐ Written report ☐ _____

AGREEMENT OF INDEPENDENT CONTRACTOR: I agree to perform the services described at the rate indicated. I have read and agree to all of the covenants, conditions, and stipulations on **both sides** of this agreement. I understand that I am not an employee of San Jose University Foundation, and will not be subject to control and direction as to the details and means for performance of services.

CONTRACTOR SIGNATURE: _____ **DATE** _____

2. TO BE COMPLETED BY REQUESTING PROJECT DIRECTOR

CERTIFICATION AND JUSTIFICATION REGARDING THESE SERVICES:

I hereby authorize the obligation of funds (PART 1 above) and certify to the following conditions which the requested performance must meet.

- a. Services are essential because _____
- b. I have followed the Foundation Purchasing Policy as follows (for guidelines, see <http://www.sjsufoundation.org/sjsuf-faculty-resources/index.htm>):
- ____ \$0-\$25K Rationale for sole selection: _____
- ____ \$25K-\$50K: Documentation of informal quotes / proof of price comparison attached.
- ____ \$50K-\$250K: Documentation of 3 or more quotes or formal sole source documentation attached. Contact Business Services ext 4-1418 for assistance.
- c. CONFLICT OF INTEREST:
- ____ I certify that the proposed consulting arrangement does not create an actual or perceived conflict of interest and does not involve direct benefit to another person related by blood, marriage or similar relationships.
- ____ This consulting arrangement does have an actual or perceived potential conflict. A resolution plan, approved by my college dean and / or chair is attached.

PRINT PROJECT DIRECTOR'S NAME _____ **PHONE** _____

PROJECT DIRECTOR'S SIGNATURE _____ **DATE** _____

3. THIS DOES NOT CONSTITUTE AN AGREEMENT UNLESS ALL APPROVALS HAVE BEEN OBTAINED FROM ALL PARTIES PRIOR TO SERVICES.

CENTRAL ADMINISTRATION APPROVAL	SJSU APPROVAL
HR Director _____ Date _____	☐ For Faculty _____ Date _____ Faculty Affairs
Account / Analyst _____ Date _____	☐ For Staff / Admin _____ Date _____ University HR
Finance / Adm. _____ Date _____	

GENERAL PROVISIONS TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORS

1. **PAST CONTRACTS:** The Contractor agrees that, if requested, a listing of all contracts entered into during the last twenty-four months involving the State of California or the San Jose State University Foundation will be provided.
2. **USE OF INFORMATION:** The Contractor agrees not to utilize any information not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by terms of this agreement, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report surveyor other product developed by the Contractor pursuant to this agreement is the property of the Foundation and shall not be used in any manner by the Contractor unless authorized by the Foundation. Breach of this provision will make the contract voidable at the Foundation's option, and the Contractor shall be liable for any other damages incurred by the Foundation as a result of such breach.
3. **HOLD HARMLESS:** **Contractor shall defend, indemnify, and save harmless** San Jose State University Foundation, the State of California, the California State University, the Trustees of the California State University, the San Jose State University and the officers, employees, volunteers and agents of each of them **(all of which are hereinafter referred to as "State") from any and all loss, damage, or liability and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.**
4. **INDEPENDENT CAPACITY:** The Contractor, and the agents and employees of Contractor, in the performance of this agreement shall act in an independent capacity, and not as officers, employees, or agents of the Foundation, and as such not eligible for workers compensation and unemployment benefits.
5. **I-9 FORM:** The Contractor is responsible for completion and retention of the I-9 form required by the INS as part of the Immigration Reform and Control Act of 1986 on any employees of the Contractor.
6. **FAILURE TO PERFORM:** The Foundation may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the Foundation may proceed with the work in any manner deemed proper by the Foundation. The cost to the Foundation shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
7. **ASSIGNABILITY:** Without the written consent of the Foundation, this agreement is not assignable by Contractor either in whole or in part.
8. **ALTERATION OR VARIATION:** No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
9. **EXPENSES:** The consideration to be paid Contractor, as provided herein, shall be payment for all Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provide.

FAIR EMPLOYMENT PRACTICES

1. **DISCRIMINATION:** In the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment with regard to all aspects of any employment relationship on the basis of race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, veteran status, political affiliation, union activity, nor, to the extent provided by state, federal and county law by reason of sex, age, sexual orientation or gender identity. The Contractor shall post in conspicuous places, all notices regarding the employment discrimination laws as required by state and federal law including, but not limited to, the California Fair Employment and Housing Act and Title VII of the Civil Rights Act of 1964.
2. **ACCESS TO RECORDS:** The Contractor shall permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the Department of Fair Employment and Housing or any other agency of the State of California designated for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. **REMEDIES FOR WILLFUL VIOLATION:** In the event of a violation of the Fair Employment Practices provision of this contract, the Foundation shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the Foundation in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the Foundation may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the Foundation.

The San Jose State University Foundation is an Equal Opportunity/Affirmative Action Employer. The Foundation complies with the requirements of all applicable state and federal laws including, without limitation, the Civil Rights Act of 1964, and Executive Order 11246.

QUESTIONS SHOULD BE DIRECTED TO:

SJSU FOUNDATION

210 N. FOURTH ST., 4TH FLOOR • SAN JOSE, CA 95112

408.924.1400 • www.sjsufoundation.org