

# INDEPENDENT CONTRACTOR WORKING RELATIONSHIP FORM

**In the current calendar year has the  
Independent Contractor been a:**

(inc. student employment)

If answering **yes** to either of these questions  
please **STOP** and contact Personnel Services in  
OSPRC at bakerk@newpaltz.edu.

Name of Independent Contractor (full name of person/business entity)

OSPRC Contractor #

Address

Citizenship Status:

☐ Nonresident Alien: \_\_\_\_\_

☐ U.S. Citizen

Visa/NAFTA status: \_\_\_\_\_

☐ Resident Alien

Country of Citizenship: \_\_\_\_\_

Requisition#	Project#	Task#	Award#	Last4 (TIN/SSN)

We have received notification from \_\_\_\_\_, Principal Investigator/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.

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

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

Phone Number or E-mail address

Detailed description of Services to be provided and/or any tangibles to be delivered (if more space is needed, include an attachment):

If not in the United States, country where services are to be performed: \_\_\_\_\_

Period of Service From: \_\_\_\_\_ To: \_\_\_\_\_

Payment Delivery Method: \_\_\_\_\_

#### Fees and Expenses

Fee	
Travel	
Other	
Total	

Payment Schedule: Single Payment Multiple Payments

_____ _____ _____ List dates and amounts above. *Dates listed are when payment is processed. Allow 3-7 business days to receive.
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If Contractor is not on the Approved list, a current resume is required. Additional evidence of expertise that directly supports the Contractor's qualifications to provide the above services is recommended. Ex: a website for your business, a brochure, etc.

### CERTIFICATION OF THE INDEPENDENT CONTRACTOR

- I certify that I am available and able to conduct and complete the work as described here in.
- I certify that I have no other employment relationship, contracts or commitments that will interfere in the delivery of services or that would make me ineligible to perform the services and or accept payment.
- I certify that I am not currently, or have not been, in this calendar year, a SUNY or Research Foundation Employee.
- I certify that I will inform the project director without delay should any of the above circumstances change that would materially effect this contract.

\_\_\_\_\_  
Signature of the Independent Contractor

\_\_\_\_\_  
Date

### CERTIFICATION OF THE PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR

- I certify that the work to be performed is necessary to the conduct of the project and the services cannot be provided by any other person receiving salary support under the grant.
- I certify that the fees and expense amounts are appropriate based on the qualifications of the selectee, the nature of the work to be performed, and are comparable for similar services in the geographical area.
- I certify that this expenditure of funds is reasonable, allocable, and allowable per sponsor guidelines, regulations and institutional policies.
- I certify to contact OSPRC with changes to payment schedules, amounts, or requests to withhold payments.

\_\_\_\_\_  
Signature of the Principal Investigator/Project Director

\_\_\_\_\_  
Date

### OSPRC APPROVAL

\_\_\_\_\_  
Signature of Operations Manager, or designee

\_\_\_\_\_  
Date

**Request for Approved Contractor Designation** - complete the following for a Contractor to be reviewed and added to the Approved Contractor List:

List services/activities the Contractor should be pre-approved for: \_\_\_\_\_

**\*Required**