



**JACKSON STATE UNIVERSITY
Office of Human Resources**

**INDEPENDENT CONSULTANT/CONTRACTOR DOCUMENTATION (HR-ICD)
SHORT-FORM**

Section A: To be completed by Independent Consultant/Contractor

Name of Individual/Business: _____

SS#/Fed. I.D. #: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Section B: To be completed by Requestor of Service(Department)

Department/College Name: _____ Phone _____

Department Email Address: _____

Account Number (FOAP): _____ Index Code: _____

Purchase Order Number: _____ Vendor Number: _____

Type of Contract (Please Check One)

Original Renewal Amendment Extension No Consultant Fee

Types of Service (Please Check One)

Independent Consultant/Contractor

(For the following categories below, please complete this box and then skip to Section D)

Athletic Sports Official Guest Performance Artist

Guest Speaker (Honorarium) Independent Researcher

Visiting Lecturer

Retired State Employee (Note: A PERS Approval Form is required in addition to this form)

Fee for Services: \$ _____ Delivery Date(s): _____

Describe services provided: _____

Section C: Individual's Current Relationship with Jackson State University

YES NO A. Is this individual currently an employee of JSU? (Faculty, Staff, and Student paid through the payroll system). If yes, do not process this form. Contact HR for information on compensation.

YES NO B. Has this individual been an employee of JSU within the past 12 mos? If yes, when: _____ what capacity? _____

YES NO C. Does the department plan on hiring this individual as an employee?

YES NO D. Is this individual related to a JSU employee? If yes, please enter name and relationship. _____

Section D: Questionnaire for hiring Independent Consultant (Classification Guidelines)

- YES NO A. Does the individual routinely provide the same or similar services outside JSU to the general public as part of a continuing trade/business?
- YES NO B. Will the University set the number of hours and/or days per week that the individual is required to work, as opposed to allowing the individual to set his/her own work schedule?
- YES NO C. Will the department provide the individual with specific instructions or training regarding performance of the required work rather than rely on the individual's expertise?
- YES NO D. Will the University provide tools, materials, and support services necessary for the performance of the services?
- YES NO E. Will the individual be reimbursed for incidentals (cost for any travel and business expenses, payment of airfare, mileage, etc...)?

CONSULTANT DISCLOSURE STATEMENT: I CERTIFY THAT THE ABOVE STATEMENTS AND RESPONSES ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. ANY FALSIFYING OF THIS INFORMATION WILL BE VIEWED AS A BREACH OF CONTRACT AND MAY BE GROUNDS FOR NONPAYMENT OR DISMISSAL. FUTUREMORE, I HAVE READ AND AGREE TO THE GENERAL TERMS AND CONDITIONS (APPENDIX A) OF THIS CONTRACTUAL AGREEMENT.

Signature of the Independent Consultant: _____ Date: _____

Independent Consultant/Contractor Service Guidelines:

This form should be completed and approved before hiring an independent contractor.

- If the determination is that this individual be treated as an Independent Consultant/Contractor, complete a W-9 Form and attach a billed invoice to the Requisition for Consultant Payment form.
- If the independent contractor is a State retiree, a PERS Form must be completed in advance per fiscal year.
- If the determination is that this individual be treated as an Employee, complete a Personnel Action Form (PAF). Individual should be hired as a temporary employee.
- Copies must be retained by the requesting department individually for inquiries and recording purpose.

Section E: To Be Completed by the Office of Human Resources:

Approved

Determination: { } Independent Consultant/Contractor
{ } PERS Member/Retiree

Disapproved { } Temporary Employee (Personnel Action Form Required)

Determination: { } Denied-Need Additional Information

HR Reviewer: _____ Date: _____

Section F: To be Completed by Requestor of Services:

Request and Approval Signatures

Signature: _____ Date: _____

Title Position _____

Approved by: _____ Date: _____

Dean /Director (Required)

Approved by: _____ Date: _____

Vice-President (Required)

APPENDIX A: GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** The contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University because of this Agreement. The Contractor will provide the services and achieve the results specified by the University, free from the direction or control of the University as to means and methods of performance. It is the intent of the University to compensate consultants for services rendered within a **30 day period** following completion of assignment.
 2. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the University prior to payment by the University.
 3. **ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the state of Mississippi, or the property of the University.
 4. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software applications, written materials, publication, data, information, by-product or end-product arising as a direct result of the performance or this Agreement shall be the sole property of the University.
 5. **TERMINATION.** Either the University or the Contractor may terminate its obligations under this Agreement by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination, provided, however, that, upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
 6. **UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Vice President of Academic Affairs for academic employees, or from the Office of Human Resources, for non academic employees. JSU employees **CANNOT** be paid as consultants/contractors for any additional work performed for departments/areas.
 7. **CONFIDENTIAL INFORMATION.** In connection with the Agreement hereunder, the University and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Either party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees, staff and or students of the University performing services hereunder shall enter execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the University.
- Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to University pursuant to this agreement, University shall notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.
8. **ACKNOWLEDGMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement: "This work was performed under the sponsorship of Jackson State University, a Mississippi Institution of Higher Learning, and (insert firm name or IC name here). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledgment sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without written approval of the University.
 9. **CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this Agreement he/she will inform the University regarding possible conflict of interest that may arise as a result of change.
 10. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
 11. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party and obligation or right of the Contractor under this Agreement, without the prior written consent of the University.

Please note, copies must be retained by the requesting department individually for consultant inquiries and recording purposes.