



**JACKSON STATE UNIVERSITY**  
**Office of Human Resources**  
**INDEPENDENT CONSULTANT/CONTRACTOR DOCUMENTATION (HR-ICD)**  
**SHORT-FORM**

**Section A: To be completed by Independent Contractor**

Name of Individual/Business: \_\_\_\_\_

SS#/Fed I.D.#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Department/College Name: Music Dept. Phone 2141

Account Number (FOAP): \_\_\_\_\_

Index Code: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Vendor Number: \_\_\_\_\_

**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

☐ Independent Researcher

☐ Visiting Lecturer

☐ Retiree (Please 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 for this individual.

☐ YES ☐ NO B. Has this individual been an employee of JSU within the past 12 months?  
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 Contractors (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.

Signature of the Independent Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

### **Independent Consultant/Contractor Service Guidelines:**

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

1. 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 the Consultant Payment Form.
2. If the independent contractor is a state retiree, a PERS FORM must be completed in advance per fiscal year.
3. If the determination is that this individual be treated as a Employee, complete a Personnel Action Form (PAF). Individual should be hired as a temporary employee of Jackson State University.
4. Copies must be retained by the requesting department individually for inquires and recording purpose.

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

Determination: { } Independent Consultant/Contractor  
                           { } PERS Retiree/Member  
 Disapproved: { } Temporary Employee (Personnel Action Form Required)  
                           { } Denied-Need 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 of 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 employee, 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.

**Jackson State University**  
**REQUISITION FOR CONSULTANT PAYMENT**

This form is sent to the Accounts Payable department any time a payment is requested to be made to an independent contractor regardless of the amount. A form must be completed for each individual contractor to be paid. The form is prepared by the requesting department and used to secure approval of the authorization and to process the payment. Payments cannot be made to any University or State employee (which includes full or part-time faculty, staff) under this procedure. Compensatory time off should be given first consideration for reimbursements to employees; however as warranted by the department head the extra services form must be completed to receive monetary reimbursement.

**Payee Information (ALL INFORMATION IS REQUIRED)**

Name of Individual, Sole Proprietor, Partnership or Corporation					
Address					
Telephone		Fax	N/A	E-mail	
Vendor Number					
EIN Number or SSN					

**FOAPAL Information**

Dates of Performance	
FOAPAL Codes	
PO#	

Segment Payment 1 of 1 of total contract amount. Attach completed W-9

Total Estimated Costs for Project fee/rate per hour, day, and etc. No. of hours, days, etc. Total Fees

Fees for Service \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Expenses to be paid

Transportation Airfare \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Ground \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Subsistence Food \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Lodging \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

Other Expenses \$ \_\_\_\_\_ X \_\_\_\_\_ = \$ \_\_\_\_\_

FOAPAL Information \_\_\_\_\_

Total Estimated Cost \$ \_\_\_\_\_

**Request and Approval Signatures**

Requested by:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Head of Department/College (Required)

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Dean/Director

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Vice President \_\_\_\_\_ Date \_\_\_\_\_

Financial Services: \_\_\_\_\_ Date \_\_\_\_\_

**Jackson State University ♦ Office of Financial Services**  
**Payroll and Employee Reimbursement**  
**Direct Deposit Form**

Name \_\_\_\_\_ J# or SSN \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employees have the right to modify this authorization at anytime.

**PLEASE CHECK ALL THAT APPLY**

- |   |   |
|---|---|
| <input type="checkbox"/> New Application      | <input type="checkbox"/> Change of Financial Institution - Employee Reimbursement |
| <input type="checkbox"/> Cancel Authorization | <input type="checkbox"/> Change of Financial Institution - Payroll                |

**Please contact your financial institution if you need assistance with the following information.**  
**Note that Direct Deposit Refunds can only be applied to accounts at domestic (U.S.) financial institutions.**

*(Attach a voided check below to verify account information)*

**Payroll Primary**

- ☐ Checking/ Money Market  
☐ Savings Account

**Payroll Secondary**

- ☐ Checking/ Money Market  
☐ Savings Account

**Employee Reimbursement  
Accounts Payable**

- ☐ Checking/ Money Market  
☐ Savings Account

Financial Institution \_\_\_\_\_

Routing Number (ABA) \_\_\_\_\_

Account Number \_\_\_\_\_

Amount to be Deposited or Percentage	Remaining Balance
_____	_____

I hereby authorize:

- (1) Jackson State University to deposit my funds via Direct Deposit,  
(2) My financial institution to credit my account, and  
(3) Jackson State University to initiate and my financial institution to make adjustments to my  
account for any incorrect credits/payments which may occur.

I also understand that a new authorization form must be completed if I change my account, close my account, change financial institutions, or cancel authorization. I also understand that all requests for change should be submitted to Jackson State University at least 2 weeks in advance, to enable the University and financial institution(s) to process appropriate transactions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

**FOR EMPLOYEE REIMBURSEMENT**  
**RETURN TO: JACKSON STATE UNIVERSITY**  
**OFFICE OF FINANCIAL SERVICES, P. O. BOX 17159**  
**JACKSON, MS 39217**

**FOR PAYROLL**  
**RETURN TO: JACKSON STATE UNIVERSITY**  
**OFFICE OF HUMAN RESOURCES, P. O. BOX 17028**  
**JACKSON, MS 39217**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type see specific instructions on page	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.