Outside Consultant/Independent Contractor Agreement Packet

for Academic Program External Reviewer

This packet contains templates for the required forms necessary to enter an agreement with an outside consultant or independent contractor. Contents are listed below and a chronological list of academic program staff and external reviewer action items is provided for your convenience.

Contents

1. Accounts Payable Registration Forms (required – only complete A or B)
	1. Individual
		1. Complete this form only if you are an individual
	2. Company
		1. Complete this form only if you are a company
2. Accounts Payable ACH Direct Deposit (optional)
	1. Complete this form if you would like to be paid through direct deposit
3. Outside Consultant / Independent Contractor Agreement (required)
	1. Review and sign this form

Chronological Action Items

*Page numbers refer to the page in this packet*

1. Academic Program Staff
	1. Update agreement language to reflect the details of your review
		1. Contract creation date and external reviewer name (p. 5)
		2. Contract end date – often 30 days after in-person/virtual visit (p. 6)
		3. Date(s) of in-person/virtual visit in Exhibit 1 (p. 9)
		4. Revision to services rendered, if necessary (this would be very uncommon) (p. 9)
		5. Add “Reimbursement for approved travel expenses” to One Pay/Lump Sum line in Exhibit 2 for in-person visits (p. 9)
	2. Send updated packet to external reviewer
2. External Reviewer
	1. Fill out the appropriate Accounts Payable Registration Form – ignoring the other
		1. Individual (more common) (p. 2)
		2. Company (uncommon) (p. 3)
	2. Fill out Direct Deposit Form (if desired) (p. 4)
	3. Complete agreement
		1. Provide SSN/Federal ID Number (p. 5)
		2. Complete right-side column of signature information (p. 8)
		3. Check box and provide initials to request waiver of insurance coverage, if necessary (very common) (p. 8)
	4. Send packet back to academic program staff contact
3. Academic Program Staff
	1. Send completed packet to Assistant Vice President of Institutional Research and Effectiveness

Stetson University, Inc.

421 N. Woodland Blvd. Unit # 8318

DeLand, FL 32723

# Accounts Payable Registration Form – INDIVIDUALS ONLY

Complete this form and mail/fax to Accounts Payable (386)-822-7034.

If you have any questions with vendor information, call (386) 822-7024

[ ]  Employee [ ]  Student [ ]  Visiting Faculty/Speaker [ ]  Consultant [ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last Name First Name Phone # Fax #

 Mailing Address City State Zip Code Email Address

 Country of citizenship

 Additional information applicable to payment

**SUPPLEMENTAL INFORMATION – ALL INDIVIDUALS OR PAYEES**

 **U.S. Social Security number (SSN**) **OR Taxpayer Identification Number (TIN):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 If none, but applied for, date applied\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check the box that best describes your **residency status**:

[ ]  Citizen - (individual) of the United States [ ]  Resident Alien - (individual) of the United States

[ ]  Non-resident alien - (individual)\*

\* Note: If you marked this box, you will be subject to backup withholding of 30% unless a specific treaty exemption with your country of residence and the U.S. exists. You must contact Albert Aguirre, Controller, 386-822-7061, Campus Unit 8318, to complete the appropriate paperwork to claim a treaty exemption.

SIGNATURE – AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that the above information is correct and that:

1. 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

2. 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.

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 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 secure property, cancellation of debt, contribution to an individual retirement (IRA), and generally, payments other than interest and dividends, you are not requited to sign the certification, but you must provide your correct TIN.

 Signature of Payee Date

Stetson University, Inc.

421 N. Woodland Blvd. Unit # 8318

DeLand, FL 32723

# Accounts Payable Registration Form

Complete this form and mail/fax to Accounts Payable (386)-822-8855.

If you have any questions with vendor information, call (386) 822-7024

[ ]  Sole Proprietorship [ ]  Partnership [ ]  Corporation [ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **COMPANY NAME**  Phone # Fax #

 **REMIT TO** Address City State Zip code Email Address

 Contact Name & Title

 **PURCHASE ORDER** Address (if different) City State Zip code Email Address

 Contact Name & Title

 Payment/Discount terms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (net 30, 2/10, etc.)

**Check the box that best describes your residency status:**

[ ] Domestic (U.S) Sole Proprietorship [ ]  Domestic Partnership [ ] Domestic Corporation [ ]  Domestic other

\*[ ] Foreign (Non-U.S.)-Sole Proprietorship \*[ ] Foreign (Non-U.S.)- Partnership \*[ ] Foreign (Non U.S.)- Corporation

\*[ ] Foreign (Non-U.S.)- Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(explain)

\* Note: If you marked one these boxes, you will be subject to backup withholding of 30% unless a specific treaty exemption with your country of residence and the U.S. exists. You must contact Albert Aguirre, Controller, 386-822-7061, Campus Unit 8318, to complete the appropriate paperwork to claim a treaty exemption.

**U. S. Taxpayer Identification Number (TIN)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **If applied for, date applied\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(This number is also known as Federal Employer Identification Number [FEIN])

**SIGNATURE – AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that the above information is correct and that:

1. 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

2. 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.

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Signature of Payee Date


# Accounts Payable – ACH - DIRECT DEPOSIT

Stetson University Accounts Payable department is now offering the opportunity to have your payment processed as an ACH-DIRECT DEPOSIT (AP-ACH-DD) to your bank account. If you prefer to continue to receive a check, please disregard this and no further action is required on your part.

In the event that you prefer to have your payment direct deposited to your bank account, please provide the following information to Stetson University.

 U.S. Bank Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ACH ABA # *(nine digits) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Account # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Account Holder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* To avoid errors, please provide a voided **\*CHECK\* copy**

*Deposit slips often have different ABA/banking routing numbers and cannot be used for this type of bank transaction*

* You will receive an email when the payment has been processed to your bank account

I understand the accuracy of the above information that I am providing to Stetson University is solely my responsibility:

 Signature & Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



# Outside Consultant / Independent Contractor Agreement

THIS AGREEMENT made and entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between STETSON UNIVERSITY, INC., a Florida non-profit corporation, hereinafter referred to as “Stetson”, and , whose Social Security Number or Federal I.D. Number is , hereinafter referred to as “IC” and whereas Stetson desires the professional services of IC and IC is desirous of furnishing the services described herein upon the terms and conditions set forth in this agreement.

NOW THEREFORE, the parties hereto in consideration of the sums to be paid, together with the mutual promises, terms and provisions of this agreement, do hereby covenant and agree with each other as follows:

1. That IC will render for the use and benefit of Stetson, the following described professional services in accordance with the terms and provisions of this agreement, more particularly described in Exhibit 1, which is hereby made a part of this contract.
2. In further consideration of the professional services to be performed by IC as stated herein, Stetson agrees to pay IC under the terms outlined in Exhibit 2, hereby made a part of this contract.
3. IC agrees that it will be solely liable for and promptly pay any and all payroll taxes, self employment tax, withholding, Social Security, permits, licenses for itself and its employees, and further IC will be solely responsible for its employees, including the disciplining, hiring, and firing of its employees and agrees that IC will hold Stetson harmless and indemnify it from any causes of action resulting from the conduct of IC or its employees.
4. The parties further expressly agree that neither Federal, State nor Local Taxes of any kind shall be withheld or paid by Stetson on behalf of IC or the employees of IC, and IC and its employees shall not be treated as any employee of Stetson with respect to the services performed hereunder for Federal or State Tax purposes.
5. IC acknowledges and understand that IC is responsible to pay according to law, IC’s income tax and in the event IC is not a corporation, IC may be liable for self employment and other such taxes to be paid by IC according to law.
6. Stetson shall not be liable for reimbursing IC for any expenses incurred by IC, including travel expense, equipment, tools, materials, and/or supplies of any type. Contractors should include these expenses in their total fee, if applicable.

5. That this contract shall be construed and interpreted in accordance with the Laws of the State of Florida, and in the event of any legal action initiated or filed by either of the parties hereto, that the venue of said cause of action will be Volusia County, Florida, and the prevailing party shall be entitled to recover a reasonable attorney’s fee and costs from the other party.

6. Each of the parties hereto acknowledge and represent to each other, that the persons executing this agreement on behalf of the respective parties is authorized to sign this agreement.

7. This agreement may not be assigned in whole or in part by IC except by written consent from Stetson.

8. Time is of the essence as to the performance of the parties in accordance with the terms of this agreement.

9. In the event IC fails to fulfill its obligations timely and properly, or violates any provisions hereof, Stetson may terminate this agreement and IC shall remain liable to Stetson for any damages sustained by Stetson resulting from IC’s breach of this agreement, and further all work product of IC related to and developed during the term of this contract, shall be exclusive property of Stetson and IC shall forthwith deliver to Stetson all such work product upon Stetson serving a copy of Written Notice to Produce.

10. Stetson shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing with Stetson and IC shall supply at IC’s sole expense, all equipment, tools, materials, and/or supplies of any type whatsoever to accomplish the job agreed to be performed by IC, except where the parties have mutually agreed in writing to any change in the foregoing.

11. IC acknowledges that it might have access to, or be exposed to confidential information of Stetson which may include, but not limited to; social security numbers, addresses, telephone numbers, files, correspondence, health or personal information, as well as conversations, electronic records, emails, data bases and recordings. IC acknowledges that disclosure of such information could cause irreparable harm or damage to Stetson, its employees and/or students. IC agrees that it shall keep confidential and not disclose any information acquired from Stetson, its officers, Board of Trustees, employees, agents, representatives in connection with this agreement, and any such information shall only be used in the performance of services as set forth herein and for no other purpose. IC acknowledges and agrees that its obligation to maintain confidentiality does not expire and remains in effect even after agreement for services has expired.

12. The parties acknowledge that IC is engaged in IC’s own independently established business and IC is not eligible and shall not participate in any employee pension held or other fringe benefit plan of Stetson.

13. No Workers Compensation Insurance or Unemployment Compensation Insurance shall be provided by Stetson concerning IC or the employees of IC, and IC shall comply with all such requirements and shall provide to Stetson a certificate of IC’s obligation to pay for any and all Workers Compensation and Unemployment Compensation Insurance.

14. This agreement shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or upon final execution of IC’s contracted services as set forth in Exhibit 1 and mutually agreed upon, not to extend beyond one year of the contract date.

15. The parties hereto agree that with reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause and that reasonable cause shall include:

1. Material violation of the agreement.
2. Any act exposing the other party to liability to others for personal injury or property damage.
3. Failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

16. IC acknowledges that it has no authority to enter into contracts or agreements or commitments of any kind on behalf of Stetson without first obtaining written consent from Stetson and the parties agree that this agreement does not create a partnership between the parties.

17. IC declares that IC has complied with all Federal, State and Local laws regarding business permits, certificates, licenses that may be required to perform and carry out the work to be performed under this agreement.

18. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party’s address as stated herein. Any party may change its address stated herein by giving written notice of the change in accordance with this paragraph.

19. Stetson is an Equal Opportunity Employer and is committed to recruit, employ and promote personnel without regard to race, color, sex, age, religion, marital status, national origin, or disability, in compliance with Federal and State Statutes and Regulations that pertain to non-discrimination.

20. In further consideration, the sufficiency and receipt thereof being hereby acknowledged, IC hereby agrees to assume all liability, including products liability, jointly and severally, for any injuries or damages that IC or its employees may cause to any persons or property during IC’s use of and visit to Stetson’s campus and/or while IC is engaged in the activities described herein, and in further consideration, IC hereby releases Stetson, its Board of Trustees, Officers, Staff, Employees, Agents and all others affiliated with Stetson for any and all liability claims for injuries or damages that IC or its employees may suffer during use and visits to Stetson’s campus or while engaged in activities described herein. IC further agrees to indemnify and hold harmless Stetson, its Board of Trustees, Officers, Staff, Employees, and Agents and all others affiliated with Stetson from any actions, claims, causes of action brought against Stetson and the aforementioned by any persons, firms or corporations as a result of IC’s and its employees’ actions and/or activities as described herein and above.

21. In addition, IC agrees to provide to the University a certificate of insurance showing proof of the following insurance coverages\*\*:

* General Liability Coverage: $1,000,000 Minimum Coverage Limit
	+ Certificate of Insurance should name Stetson University, Inc. as an additional insured in respect to liability and the IC’s services and actions.
* Workers Compensation Coverage: (Unless IC is Exempt per State Statutes)

21 a. If IC is not considered to have a workers compensation ‘exempt’ status according to Fla. state statutes, or if IC is performing construction, building repair or maintenance services, or IC’s services require labor intensive physical activities, then IC must also provide a certificate of insurance showing proof of current WC coverage as required by Florida state statutes.

\*\* If IC does not have Liability Coverage and would like to request that this requirement be waived, please see the COI Waive Request section below signature lines of this agreement.

22. This agreement shall constitute the entire agreement of the parties and in the event any part of this agreement shall be held unenforceable, the rest of said agreement shall nevertheless remain in full force and effect.

23. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have authorized their official representatives to execute this document in such counterparts as deemed appropriate and on the date as shown herein.

Date: Date:

FOR STETSON UNIVERSITY, INC. FOR:

 *Name of Independent Contractor*

By: By:

 *Signature of Finance Office Representative Signature of Authorized Representative*

Name: Name:

Title: Title:

 Address:

**Stetson University, Inc.**

**421 North Woodland Blvd., Unit 8318**

**DeLand, FL 32723**

 Email:

**This section to be completed by Consultant/IC *Only IF Consultant/IC has No Liability Coverage.***

(Reference Term 21 of Agreement)

Request to Waive Certificate of Insurance (COI) Proof of Liability Coverage Requirement: [ ]

By checking the ‘Request to Waive COI/Proof of Liability Insurance Requirement’, IC hereby attests that it has no liability insurance coverage in place during the execution of this agreement to cover IC’s services, actions or business activities. If the above Waive Request is granted, IC understands this only applies to proof of liability coverage on a COI, and does not negate or waive the indemnification terms of this agreement. Should any claims or damages occur due to the actions or misconduct of IC or its staff, Term 20 shall apply as well as any liability policies that may later be found that are applicable to IC’s actions and performance of this agreement and any related such claims or incidents.

IC Initials: Request Approved by Risk Management: [ ]  No [ ]  Yes, date

Contact Information: Finance Office- Unit 8318 | Email: accountpayable@stetson.edu | Phone: 386-822-7295

Name of Independent Contractor:

EXHIBIT 1

**Services to be rendered:**

The following described professional services to be rendered include but are not limited to:

**IC will provide external review of a Stetson academic program as part of Stetson University’s Academic Program Review process. IC will be provided with the Stetson program’s self-study. Following a virtual or physical visit on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, IC will produce and submit an external evaluation report to provide, at minimum, an executive summary, evaluation of program quality, program strengths and weaknesses, recommendations and strategic directions, and additional insights and feedback.**

(Please use the following Addendum Page if additional space is needed or to include any additions or modification requests to the agreement for consideration)

Check here if Addendum page is being used [ ]

EXHIBIT 2

**Payment Consideration:**

Corresponding with the services rendered as described above, IC will submit an Invoice for payment as agreed upon below. Invoice should be submitted to the applicable department for review and approval prior to submitting invoice and/or check requisition to the Finance Office for payment. IC invoice and/or check requisition should include dates of services showing breakdown of services rendered. Agreed upon payment is as follows:

One Pay/ Lump Sum: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount per Service Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount per Day: \_\_\_\_\_\_\_\_\_\_\_ Amount per Week: \_\_\_\_\_\_\_\_\_\_\_ Amount per Month \_\_\_\_\_\_\_\_\_\_\_

Amount per each service as follows:

Service: External evaluation report for an academic program review Fee: $1,000

Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fee: \_\_\_\_\_\_\_\_\_\_

Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fee: \_\_\_\_\_\_\_\_\_\_

**Other Type of Payment Structure**:

Check Here if Payment Arrangements are in Addendum Page or Attached: [ ]

Contact Information: Finance Office- Unit 8318 | Email: accountpayable@stetson.edu | Phone: 386-822-7295

**ADDENDUM TO OUTSIDE CONSULTANT/INDEPENDENT CONTRACTOR AGREEMENT**

**BETWEEN STETSON UNIVERSITY, INC. AND .**

 (INDEPENDENT CONTRACTOR'S NAME)

**Use this section to include additional information and details pertaining to IC Services or Payment Consideration:**

**Check Here if Info is attached** **[ ]**

**Use This Section to Include Any Special requests:**

**Check Here if Special Requests are attached** **[ ]**