

**University of Northern Colorado**  
**Independent Contractor Agreement for Individuals**

NOT to be used if the total payment exceeds \$25,000

**Instructions for the use of this form:**

This form is used for payment of services provided to an independent contractor, such as a guest speaker, consultant, entertainer, etc. This form must be used when **ANY** one of the following conditions is met:

The services performed are \$5,000 or more in total for the entire project.

The timeframe to complete the entire project and its deliverables is more than 6 months.

The services performed are by an individual (under his/her social security number) not a partnership, corporation, or other organization.

Payment is to be made in multiple payments over the term of the project.

**Requesting UNC department must complete this contract prior to the starting date of service.** Pages 4-5, Personal Services Classification, must be completed in order to ensure non-employee status (current, previous or future). Determination of employee vs. non-employee status is governed by Internal Revenue Service (IRS) requirements. It is critical that the department obtaining the services understand these requirements PRIOR to any services beginning. A Financial Services staff member will review each situation, and, if necessary, may require service payments be paid through payroll, withholding appropriate taxes to ensure compliance with IRS regulations. **Contract must be received by Financial Services at least two (2) weeks prior to contract start date.**

This Agreement for the services described below is made \_\_\_\_\_, 20\_\_\_\_

between the University of Northern Colorado and (insert Contractor name, address, phone, fax & email address):

(hereinafter called "Contractor"). The parties agree as follows: **Contractor shall perform the following services under the following conditions:** (Provide a specific description of work to be performed by Contractor. Attach statement of work or additional sheets if needed.)

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**PLACE** services will be provided:

Are any services under this Agreement to be performed outside of Colorado or the United States?  Yes  No

**If Yes, attach Vendor Disclosure Statement. [VendorDiscStmt.doc](#)**

**DATES OF SERVICE:** Contractor will **begin** work on (date): \_\_\_\_\_

Contractor will **complete** work on or by (date): \_\_\_\_\_

**DATES AND DESCRIPTION OF REPORTS OR DELIVERABLES** to be provided by Contractor. Attach additional sheets if needed.

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**CONTRACT AMOUNT:** \$ \_\_\_\_\_ Is the total amount over \$5,000?  Yes  No

**If Yes, provide verification pricing is fair/reasonable. Include rate per hour/day/service. Attach additional sheets if needed.**

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**PAYMENT SCHEDULE:** Contractor will be paid in **MULTIPLE** payments as follows. List payment amounts and dates.

Contractor will be paid in **ONE** payment of: \$ \_\_\_\_\_ Payment Date: \_\_\_\_\_

**FOAPAL(S) TO BE CHARGED:**

**UNIVERSITY DEPARTMENT NAME:**

# University of Northern Colorado

## Independent Contractor Agreement for Individuals

### Colorado Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** [Not Applicable to *intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** [Not Applicable to *agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 7-26-2010

**University of Northern Colorado**  
**Exhibit IC – Independent Contractor Status**

**1. DIRECTION AND CONTROL-REPRESENTATION**

Vendor (the term “Vendor” includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term “Contract” includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. The latter is a material representation made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A. Require Vendor to work exclusively for the State; except to the extent Vendor chooses to work exclusively for the State for a finite period of time specified in the PO or Contract;
- B. Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;
- C. Pay a salary or hourly rate but rather a fixed or contract rate;
- D. Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;
- E. Provide more than minimal training for Vendor;
- F. Provide tools or benefits to Vendor; except that materials and equipment may be supplied;
- G. Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- H. Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and
- I. Combine the State’s business operations in any way with Vendor’s business, but instead maintain the State’s and Vendor’s operations as separate and distinct.

**2. DISCLOSURE**

**Vendor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Vendor or some other entity, and Vendor is obligated to pay federal and state income tax on any moneys paid pursuant to the independent contractor relationship created by this PO or Contract. The State shall issue and, Vendor shall accept as proper for tax reporting purposes, a Form 1099 to Vendor for all payments made to Vendor pursuant to this PO or Contract if this payment is 1099 reportable.**

<p><b>VENDOR:</b></p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> <p>* Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor’s behalf and acknowledge that the State is relying on their representations to that effect.</p>
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Revised by AP 07/26/2010

**University of Northern Colorado  
Independent Contractor Agreement for Individuals**

**Notice to Contractor:** Are you a PERA member?  Yes  No  
Are you collecting retirement benefits from PERA?  Yes  No

Effective January 1, 2011 PERA will be withholding an amount equal to 10.5% of services paid from your retirement benefit. [see CRS 24-51-101 and 24-51-401 (1.7)(a)]. **If you are a retiree, collecting benefits, you must download and attach the completed "Disclosure of Compensation" form.** You may access this form at [www.unco.edu/acctservices/ftp/acctpay/Disclosure.pdf](http://www.unco.edu/acctservices/ftp/acctpay/Disclosure.pdf). I also understand that such contributions are non-refundable and would not accrue a benefit nor be deposited into my member's account. Payment will not be made until the document has been received by the University.

The name on your W-9 Form must match your name as shown on existing UNC student and employment records. If you have had a name change, please visit the UNC Registrar's Website at: <http://www.unco.edu/regrec/Academic-Records/name-changes.html> and request an update to your personal name records. Doing so at this time will expedite our payment to you.

**Approvals:**

**University of Northern Colorado:**

**Contractor:** I have read and agree to the terms of this Agreement which include the Colorado Special Provisions and Exhibit IC Independent Contractor Status:

\_\_\_\_\_  
Person Authorized on Above FOAPAL / DATE

\_\_\_\_\_  
Contractor Signature / DATE

\_\_\_\_\_  
Grants and Contracts Approval / DATE

\_\_\_\_\_  
Street or Post Office Address

\_\_\_\_\_  
State Director of Personnel (or designee) / DATE

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

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS §24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it. **Contractor is not authorized to begin performance until the Agreement is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and / or services provided.**

**STATE CONTROLLER: David J. McDermott, CPA**

By: \_\_\_\_\_  
**Paul Squillace, State Controller Designee**

\_\_\_\_\_  
**Date**

**Payment Requested After Services Performed**

The person signing below certifies that the services described were performed satisfactorily and authorize payment as agreed.

**Payment Requested in Advance of Services Performed**

The contracting department requests a check be prepared prior to the completion of the services described above. The person signing below certifies that the check will be presented to the contractor only after the services have been performed satisfactorily.

\_\_\_\_\_  
Person Authorized on Above FOAPAL / DATE

\_\_\_\_\_  
Person Authorized on Above FOAPAL / DATE

**Complete this section for Multiple Payments**

A partial payment in the amount of:

\$ \_\_\_\_\_ is authorized as agreed; and

\$ \_\_\_\_\_ has previously been paid under this Agreement

\_\_\_\_\_  
Person Authorized on Above FOAPAL / DATE

Revised by AP 1/14/2011

**University of Northern Colorado**  
**Independent Contractor Agreement for Individuals**  
**Personal Services Classification Analysis**

**To be completed by requesting Project Director, Department Head or Dean:**

Responses to the following questions will assist in determining whether the individual should be classified as an employee or independent contractor. Payments to employees are subject to withholding tax for which the University can be held liable if it fails to collect. Payments to individuals who are independent contractors are subject to IRS reporting on Form 1099 and to self-employment tax.

If question A or question B is answered “Yes”, the individual is an employee and the person certifying the status need not complete the rest of this form. Affirmative answers to questions #1 through #16 and negative answers to questions #17 through #20 indicate an employee relationship. No one question is necessarily controlling.

This questionnaire must be completed and attached to the Independent Contractor Agreement. For further clarification regarding these questions, please visit the IRS Website at [www.irs.gov](http://www.irs.gov).

**INDIVIDUAL NAME**

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	YES	NO	N/A
A. <b>Does the University pay as employees others who perform essentially the same duties that are to be performed by this individual?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. <b>Has this individual previously been paid as an employee to perform essentially these these same tasks?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. <b>Instruction</b> - Does the University have the right to require compliance with instruction about when, where, and how the individual is to work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Training</b> - Will the individual be trained in the job by working with an experienced University employee, by required attendance at meetings, seminars, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Integration</b> - Is the success or continued operation of the Department dependent to an appreciable degree upon the services performed by this individual?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <b>Services rendered personally</b> - Does the University control the selection of the person who will perform the work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Hiring, supervising, paying assistants</b> - Does the University pay or otherwise control the activities of the workers who assist this person in the performance of his or her duties?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>Continuing relationship</b> - Does the arrangement with this individual establish continuing or recurring work, even if the services are seasonal, part-time, or of short duration?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Set hours of work</b> - Does the University establish the hours of work or otherwise prevent the individual from being the “master of his or her own time”?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. <b>Full-time required</b> - Does the University have control over the amount of time this person spends working so as to restrict him/her from other gainful work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**University of Northern Colorado**  
**Independent Contractor Agreement for Individuals**  
**Personal Services Classification Analysis**

	YES	NO	N/A
9. <b>Doing work on University premises</b> - Does the University have the right to designate the place the work will be performed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. <b>Order or sequence set</b> - Does the University have the right to require the work be performed in a particular order or sequence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. <b>Oral or written reports</b> - Can the individual be required to submit regular oral or written reports to the University which will account for his or her actions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. <b>Payment by hour, week, or month</b> - Will this person receive payments of regular amounts at stated intervals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. <b>Payment of business and/or travel expense</b> - Does the University reimburse the individual for business or travel expense?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. <b>Furnishing tools and materials</b> - Will the University provide the tools and materials needed to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. <b>Right to discharge</b> - Can the person be dismissed for failure to obey the instructions of a University employee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. <b>Right to terminate</b> - Can the person terminate the relationship with the University without incurring any liability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. <b>Significant investment</b> - Does the individual have a significant investment in the facilities used and is this investment essential as well as adequate for the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. <b>Realization of profit or loss</b> - Does the person have the opportunity to realize a profit or loss for the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. <b>Working for more than one firm at a time</b> - Can the person make the services available to a number of persons or firms at the same time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. <b>Making services available to the general public</b> - Does the person make the services available to the general public by a business directory listing, a business license, advertisements, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I certify the above responses are correct to the best of my knowledge and belief.**

\_\_\_\_\_  
 Signature of Project Director, Department Head, or Dean

Revised by AP 07/26/2010