

## Independent Contractor Request (ICR) Short Form

*(With the exception of the Independent Contractor's signature block, this form to be completed by department)*

### I. Independent Contractor Information – All requested information is required as outlined below.

As defined for federal tax purposes, an Independent Contractor is an individual or entity having no employment relationship to The College of New Jersey, either by statutory, common-law, or regulatory tests. Therefore, The College of New Jersey has no FICA or income tax withholding obligations for the Independent Contractor. An Independent Contractor is not an employee of the College. An Independent Contractor possesses specialized knowledge and skills, provides a specific product or service and functions autonomously in determining when and how the work shall be accomplished. The College of New Jersey utilizes Independent Contractors for services, skills or capabilities that are not available from within the College. The College, in effect, is purchasing expertise. This Independent Contractor Request (ICR) form shall be used to verify the relationship between the worker and the College is that of Independent Contractor.

If it is determined the worker is an employee, the employee must be paid through the College's payroll. Using the Independent Contractor Checklist below, it shall be the originating department's responsibility, subject to HR review and verification, to determine if the service provider is an employee or an independent contractor.

**The payment must be less than \$5,000.00.** Payment request for services shall be made utilizing this form, an invoice and an IRS W-9 (Request for Taxpayer Identification Number & Certification). Payment to an individual would include such activities as:

- **Lecturer/Guest Speaker:** A Guest Lecturer/Guest Speaker shall be defined as an individual distinguished in his or her field of specialization who shall visit TCNJ to either lecture or interact with students, faculty or staff.
- **Performer/Guest Artist:** A Guest Performer/Guest Artist shall be defined as an individual distinguished in his or her field of specialization who shall visit TCNJ to conduct performances or artistic classes.
- **Service Professional:** Other professional defined as an individual or entity contracted to provide independent services for which the manner of providing the services is under the control of the professional and not TCNJ.

Independent Contractor: \_\_\_\_\_ SSN/Tax ID: \_\_\_\_\_ (last 4 only)  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Date(s) of engagement: \_\_\_\_\_ Amount to be paid: \_\_\_\_\_

### Chart of Accounts:

Entity	Acct	Fund	Org	Category	Program	Activity	Location	Amount

**\*\*Only use the POETAF columns below if the expense relates to a Grant or Project\*\***

Project	Org	Exp Type	Task	Award	Fund Source	Amount

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Is the total payment, including travel expenses made on behalf of this individual, \$5,000.00 or more?<br><b><u>If yes, do NOT proceed with this form. Process the payment on an Independent Contractor agreement.</u></b> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is this a one-time, nonrecurring engagement?<br><b><u>If no, do NOT proceed with this form. Process the payment on either an Independent Contractor agreement or the applicable employment documents.</u></b>              | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the recommended individual a current or former (during the past twelve months) employee of TCNJ?<br><b><u>If yes, do NOT proceed with this form. Process the payment on the applicable employment documents.</u></b>    | <input type="checkbox"/> | <input type="checkbox"/> |

4. Is the recommended individual employed by a New Jersey State Agency or Entity (e.g., another State College or University, Dept. of Treasury, Transportation or other State of New Jersey employer)? Please check no if individual is employed by a school district.    
If yes, please contact the TCNJ Ethics Office at (609) 771-2734. Initial here after approved by Ethics Office:
5. Is the recommended individual related to a TCNJ employee?    
If yes, please contact the TCNJ Ethics Office at (609) 771-2734. Initial here after approved by Ethics Office:
6. Is the recommended individual a U.S. citizen or lawful permanent resident (green card holder)?    
If no, go to II. Foreign Nationals.

## II. Foreign Nationals

Foreign nationals may not be contracted, paid, or reimbursed for work to be performed in the United States without documentation substantiating the individual's immigration status and authorization to work in the United States **prior to** the commencement of services. Such documentation to be attached to this form.

## III. Terms and Signatures

- INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Independent Contractors shall indemnify, defend, save and hold harmless The College of New Jersey, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Independent Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Independent Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified Independent Contractors from and against any and all claims. It is agreed that Independent Contractors shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Independent Contractor agrees to waive all rights of subrogation against The College of New Jersey, its officers, officials, agents and employees for losses arising from services performed by the Independent Contractor for The College of New Jersey.
- Independent Contractors presently either debarred, suspended, declared ineligible, or voluntarily excluded from participation in this activity by any Federal department or agency should check here (Payment from federal funds is prohibited in such cases.)
- This contract may be terminated at no cost to either party upon \_\_\_\_\_ DAYS ADVANCE WRITTEN NOTICE (30 days unless otherwise indicated).
- Independent Contractors will pay all applicable state, local, and federal taxes associated with this agreement.

### 5. REQUIRED SIGNATURES (*unsigned forms will be returned to the department*):

Independent Contractor ( <i>print name</i> )	Signature	Date
Dept Head/Project Director ( <i>print name</i> )	Signature	Date
Department/Project Name	Room #	Phone #
Cabinet Member/Dean/Center Director ( <i>print name</i> )	Signature	Date

### If funded by grant funds:

Grants and Sponsored Research ( <i>print name</i> )	Signature	Date
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**HR Use Only**

- Request approved as an Independent Contractor
- Request does not meet the standard for payment as Independent Contractor. Department notified to contact Human Resources for the purpose of hiring service provider as an employee.

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Evaluator (*print name*)

Evaluator (*Signature*)

Date