



HOFSTRA UNIVERSITY STUDENT GOVERNMENT ASSOCIATION

FUNDING REQUISITION

Organization: _____ Date: _____ Date Received _____

Organization Contact Person: _____ Phone #: _____

Email: _____

Detailed Explanation for Request: _____

Amount of Request: \$ _____ Payment Required by: _____

Date of Event: _____ Location: _____ Ticket Price: _____

METHOD OF PAYMENT

- Purchase Request – for items over \$500.00 attach purchase request and quote. If quote is over \$2,500, three bids must accompany request.
- Check Request – attach invoice, receipts for reimbursement & credit card statement, single, guest lecturer or musical accompaniment contract.
- Budget Transfer – attach HU Budget Transfer Form or Lackmann Food Service Invoice.
- American Express Card – Return card along with all documentation regarding Amex Purchase.

APPROVALS

OSLA Program Advisor: _____

Fitness Center Advisor: _____

MISPO Program Advisor: _____

SGA Bookkeeper: _____ / / _____

Balance after this expense: _____

SGA Comptroller: _____ / / _____

Appropriated: _____

SGA Advisor: _____ / / _____

Executive Director OSLA : _____

COMMENTS: _____

✓ Approved _____ Denied _____ Modified _____

For Internal Use Only

Date Received: _____

Contract #: _____

HOFSTRA UNIVERSITY

CONTRACT APPROVAL FORM – Cover sheet for Contract

(attach Contract Advisement Form and two original Contracts to this form)

CONTRACT

I have reviewed the contents of this contract/agreement on the date indicated by my name, and I concur with the content, acknowledge the University's responsibilities and capabilities, and verify the budget proposed therein. I have also reviewed and agree with the attached contract Information Form describing the contract and its value to the University and verify budget approval by the appropriate Director, Dean or Vice President

- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____
- () _____

Sarah M. Young – Executive Director OSLA

Peter J. Libman – Dean of Students

Sandra Johnson – VP Student Affairs

Robyn Kaplan – Associate Director - OSLA

Stanley Cherian – Associate Director - OSLA

Approved as to insurance requirements:

By: _____

Date: _____

Approved, Office of General Counsel:

By: _____

Date: _____

HOFSTRA UNIVERSITY

Independent Contractor Agreement

Name of Contractor: _____

Address: _____

Social Security or _____

Tax I.D. Number: _____

THIS INDEPENDENT CONTRACTOR AGREEMENT (together with any attachments referred to below, the "Agreement") is dated as of _____, 20__, by and between Hofstra University, a not-for-profit New York State corporation ("University") and the independent contractor named above ("Contractor").

1. Project. Contractor agrees to perform the work described in Attachment A (the "Work"). Contractor shall, to the best of his/her ability, render the services described in the Work in a timely and professional manner consistent with standards of higher education. Subject to the foregoing, the manner, method and means by which Contractor chooses to complete the Work are in Contractor's sole discretion and control. Contractor shall furnish all equipment and materials to perform the Work.
2. Compensation and Expenses. University will pay Contractor the amount set forth in Attachment A for satisfactorily rendered Work in accordance with the following: Contractor shall submit invoice(s) for performance of the Work on a weekly/monthly _____ [please circle applicable frequency] basis.
 - a. To be considered for payment by University, invoices must contain: (i) invoice number; (ii) invoice date and billing period; (iii) Name of Contractor/Contractor Company; (iv) Contractor's Tax Identification Number; (v) description of Work; and (vi) total due on invoice.
 - b. Subject to the terms of this Agreement, University shall pay each properly prepared invoice no later than thirty (30) days after receipt and acceptance by the University.
 - c. Invoices shall be submitted to University representative designated on Attachment A, which representative may be changed from time to time. University will promptly notify Contractor of any such change.
3. Intellectual Property. For purposes of this section, the terms "works," "trademark," and "invention" include anything created for University by Contractor, whether alone or with others. Contractor agrees to execute any documents and to do all other lawful acts as may be required by University to establish and protect University's intellectual property rights.
 - a. Contractor agrees that the entire right, title and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by Contractor, either solely or jointly with others, in connection with or as related to the performance of this Agreement shall be and hereby are vested and assigned by Contractor to University. With respect to copyrighted materials, Contractor further agrees that University is assigned all rights, including the right to edit and create derivative works from the materials, and the right to any and all commercial reproduction, transmission, display, performance or distribution of the materials or any derivative works based on the materials via any means currently existing or developed or discovered in the future, including, without limitation, posting to the Internet, CD, DVD or other digital format.
 - b. Work Made for Hire. During the performance of this Agreement, Contractor may create certain works for University that may be copyrighted under United States law. To the extent that any such works are created, Contractor will be considered to have created a work made for hire as

defined in 17 USC Sections 101 et seq. and University shall have the sole right to the copyright. In the event that any work created by Contractor does not qualify as work for hire, Contractor agrees to assign its right, title and interest in and to the work to University.

4. Indemnification. Contractor, on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from (a) the work herein performed, caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; or (b) Contractor's failure to perform any of its obligations under this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination.
5. Independent Contractor Status. Contractor acknowledges and represents that the relationship of Contractor to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Contractor an employee of University or to empower Contractor to bind or obligate University in any way or as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor covenants and agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contractor. Contractor acknowledges and agrees that it is responsible for paying, according to applicable law, Contractor's income taxes, if any. Contractor further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contractor according to applicable law. Contractor hereby agrees to indemnify, hold harmless and defend University against any and all such liability, taxes or contributions, including, without limitation, penalties and interest. No worker's compensation insurance shall be obtained by University covering Contractor nor shall Contractor be entitled to any benefits provided by the University to its employees.
6. Termination. Contractor shall render the Work to the University pursuant to the schedule set forth in Attachment A. This Agreement shall terminate upon completion of the Work. University may terminate this Agreement immediately on written notice to Contractor if any of the following circumstances occur: (a) Contractor fails to perform the Work on a timely basis as set forth in Attachment A; (b) Contractor fails to perform any of the other material provisions of this Agreement; (c) Contractor ceases to operate Contractor's business; or (d) a material conflict of interest arises pursuant to paragraph 7.
7. No Conflict of Interest. Contractor represents that no trustee, officer, employee or any other person affiliated with University and having involvement with this Agreement (a) is affiliated with Contractor and (b) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.
9. Severability. The invalidity in whole or in part of any provisions of this Agreement shall not affect the validity of other provisions.
10. Amendments; Waivers. This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by University or Contractor of the same or any other provision. Either party's consent to, or approval of, any act shall not be

deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

11. Notices. All notices and demands of any kind which either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be served personally or by fax, certified mail, or commercial overnight delivery to the following addresses or fax numbers:

On behalf of Hofstra University:

James J. Spero, Assistant Vice President for Financial Affairs and Controller
128 Hofstra University
Hempstead, NY 11549
(516) 463-6870 (fax)

-and-

Office of General Counsel
101 Hofstra University
Hempstead, NY 11549
(516) 463-1900 (fax)

On behalf of Contractor:

[add name/address of contact]

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
13. Governing Law/Venue. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York, notwithstanding its conflicts of laws provisions. Contractor agrees to submit to the exclusive personal jurisdiction of the state and federal courts located within Long Island, New York with respect to any litigation arising out of this Agreement or Contractor's Work.

IN WITNESS WHEREOF, University and Contractor, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first above written.

HOFSTRA UNIVERSITY

CONTRACTOR

Signed By: _____

Signed By: _____

Name: Catherine Hennessy
Vice President for Financial

Name: _____

Title: Affairs and Treasurer

Title: _____

Date: _____

Date: _____

ATTACHMENT A-STATEMENT OF WORK

Date of Event: _____

Time / Duration of Event: _____

Location: _____

Fixed Price Contract Amount: _____

Designated University Representative: _____

Service to be Provided:
[insert description of work
to be performed in detail]

HU Doc#5780

Hofstra University

Contract Information Form
(to be attached to all proposed contracts)

1. VENDOR/CONTRACTOR INFORMATION:

Contractor:

Name 1 : _____

Address: _____

Telephone No.: _____ Fax No.: _____

2. UNIVERSITY ORIGINATOR OF CONTRACT: (Person most familiar with details and responsible for implementation)

Name: _____

Title: _____ Telephone No: _____

3. BRIEF EXPLANATION OF CONTRACT (including benefit to University):

4. HOW WAS VENDOR SELECTED? (explain prior work performed for University, Relationship to University, etc.) _____

1Complete, accurate contractor name must appear on contract. If the vendor is a corporation, the contract must be signed by a corporate officer indicating he/she is an officer having authority to sign on behalf of the corporation.

**HOFSTRA UNIVERSITY
CONTRACT INFORMATION FORM**

5. COMMENCEMENT DATE (work may not commence until contract is executed and insurance certificate received and approved): _____

6. TERM OF CONTRACT: _____

7. COST OF CONTRACT: _____

8. BUDGET APPROVAL:
(indicate budget codes): _____

9. IS THE CONTRACT ON A STANDARD HOFSTRA UNIVERSITY FORM?

Yes _____ No _____

10. HAS THE STANDARD FORM OF CONTRACT BEEN ALTERED IN ANY WAY?

Yes _____ No _____

11. ARE REQUIRED INSURANCE CERTIFICATES ATTACHED?

Yes _____ No _____

12. SHOULD SIGNED CONTRACT BE RETURNED TO DEPARTMENT, OR SENT TO VENDOR OR SOMEWHERE ELSE? (specify below)

13. ADDITIONAL COMMENTS: _____

PREPARED BY: _____ DATE: _____

**HOFSTRA UNIVERSITY
CONTRACT INFORMATION FORM**

REQUIRED FOR ALL CONTRACTS WITH AN INDIVIDUAL

Please complete this checklist in order to assist us in determining whether an individual is appropriate for a consultancy relationship with Hofstra. This checklist is not exhaustive and it is not necessary to satisfy each factor.

NAME OF CONSULTANT: _____

- Consultant is not currently an employee of Hofstra University. (Current employees of Hofstra University may not be hired as a consultant, stop here.)
- Consultant is not a former employee of Hofstra University.
- Consultant operates as a business and holds itself out to the public as a provider of the type of services it is performing for Hofstra University.
- Consultant does not require any training by Hofstra nor does Hofstra provide any training to Consultant.
- Consultant performs some or all of the services or project at a location outside of Hofstra's premises.
- Consultant supplies his/her own equipment or materials.
- Consultant has the right to control the day-to-day aspects of the project, as well as the manner, method and means by which the project is completed, including delegation to its own staff, setting work hours, etc.
- Consultant invoices Hofstra University in order to be paid for services.
- Consultant is not held out to third parties as an employee of Hofstra University.
- Project involves an area or a service where outsourcing to nonemployees is customarily recognized as acceptable and common in the educational industry.
- Consultant's project or services involves something not traditionally performed in house by employees of Hofstra.
- Consultant is not required to report to anyone at Hofstra or attend regular department meetings and makes his/her own schedule.
- Consultant is free to perform similar work for others as well as for Hofstra.
- Hofstra has little or no management or supervision of Consultant for this project.
- Consultant is not provided a Hofstra ID, Hofstra email address or an office on Hofstra's premises (please cross off if not applicable).

Comments: _____

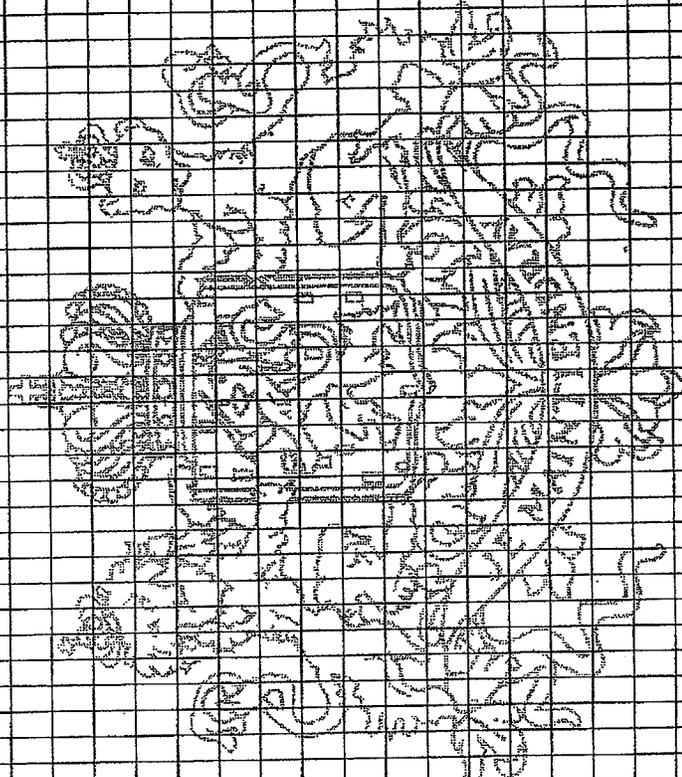
By signing below, I hereby certify that I have completed or reviewed the contents of this checklist on the date indicated by my name, and I attest to the accuracy of the contents of this checklist.

SIGNATURE OF UNIVERSITY OFFICIAL: _____ DATE: _____

PRINT NAME: _____

TITLE: _____

HOFSTRA UNIVERSITY - CHECK REQUISITION/ACCOUNTS PAYABLE

Document #		Requested By		Date		Vendor / SS #		Approved By		Date Required		
Payable To:		Explanation for Request:										
Address:												
Check One:		Is Payee an: Employee <input type="checkbox"/>										
OFF CAMPUS		Student <input type="checkbox"/>										
ON CAMPUS		Other <input type="checkbox"/>										
Phone #:												
NO REQUEST FOR REIMBURSEMENT WILL BE HONORED UNLESS SUPPORTING DOCUMENTATION IS PROVIDED												
Fund	Organization	Account	Prog	BC	Activ	Description						Amount
												
											TOTALS	

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 2.

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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 3. 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify 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, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,