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 ___________________________

Rev 08/2012
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.

( ) ______________________________________________________________________________________

( ) ______________________________________________________________________________________

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Approved as to insurance requirements:

By: ________________________________ Date: ________________________________

Approved, Office of General Counsel:

By: ________________________________ Date: ________________________________

Hofappform.wpd
HOFSTRA UNIVERSITY
Guest Lecturer Contract

Date of Agreement: __________________________
Hofstra University
Department or Sponsor: __________________________

Guest Lecturer(s): __________________________

Check Payable to: __________________________
(must be individual or full corporate name)

Address: __________________________
Social Security or Tax I.D. Number: __________________________

Booking Agent (if applicable) __________________________

Service to be Provided: __________________________
(hereinafter “Services”)

Date of Event: __________________________

Time / Duration of Event: __________________________

Location: __________________________

Compensation: __________________________

1. University shall pay the Guest Lecturer by University check promptly following the satisfactory performance/completion of the event.

2. Guest Lecturer has the right to control and direct the means, manner and method by which the Services are performed and shall furnish all materials to perform the Services. Guest Lecturer acknowledges and represents that the relationship of Guest Lecturer to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Guest Lecturer an employee of University or to empower Guest Lecturer to bind or obligate University in any way or as creating any other relationship. Guest Lecturer shall comply with all laws and assume all risks incident to its status as an independent contractor. Guest Lecturer covenants and agrees to pay all applicable taxes, licenses and fees, and such insurance as is necessary for Guest Lecturer’s protection in connection with Services performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Guest Lecturer. No worker’s compensation insurance shall be obtained by University covering Guest Lecturer nor shall Guest Lecturer be entitled to any benefits provided by the University to its employees.

3. Guest Lecturer agrees, beginning as of the date of execution of this Agreement, that photographs, whether still or action, videos, film and/or motion pictures (hereinafter “Pictures”) and/or audio recordings (“Recordings”) may be taken of Guest Lecturer, individually or with others, by or on behalf of Hofstra University in connection with the services to be provided indicated above and agrees that all rights therein shall irrevocably, exclusively, unconditionally, and perpetually belong to Hofstra University and that such rights are freely assignable by Hofstra University.

4. Guest Lecturer agrees that, without any compensation or notification to or approval by Guest Lecturer, the Pictures or Recordings may be used, reproduced or otherwise disseminated or published by or on behalf of Hofstra University directly or indirectly for any purpose, including but not limited to advertising and/or promotional purposes, in any manner, and at any time that Hofstra University desires. Guest Lecturer hereby agrees to release and discharge Hofstra University, its trustees, officers, representatives, employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Guest Lecturer may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Pictures or Recordings.

5. Guest Lecturer 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 (a) all claims, damages, losses and

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expenses including but not limited to attorney's fees, arising out of or resulting from the work herein performed, caused in whole or in part by a negligent act or omission of the Guest Lecturer, 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; (b) Guest Lecturer's failure to perform any of its obligations under this Agreement; and (c) any and all taxes or contributions, including, without limitation, penalties and interest, referenced in paragraph 2.

6. University reserves the right to cancel this Agreement up to seven (7) days prior to scheduled date or if the services are not rendered as per the date(s) and time(s) agreed upon above.

7. Riders and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties.

8. Guest Lecturer represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this Agreement (1) is affiliated with the Guest Lecturer and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.

9. Guest Lecturer warrants that Guest Lecturer fully understands the contents hereof before affixing his/her signature below.

**Hofstra University**

Signed By: __________________________

Name: Catherine Hennessy

Vice President for Financial

Title: Affairs and Treasurer

Date: __________________________

**Guest Lecturer**

Signed By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
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.)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Complete, 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.
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: ________________________________
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 INDEPENDENT CONTRACTOR:

- [ ] Independent Contractor is not currently an EMPLOYEE or a STUDENT of Hofstra University. (EMPLOYEES and STUDENTS of Hofstra University may not be hired as an Independent Contractor, STOP HERE)

- [ ] Independent Contractor is not a former employee of Hofstra University.

- [ ] Independent Contractor 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.

- [ ] Independent Contractor does not require any training by Hofstra nor does Hofstra provide any training to Independent Contractor.

- [ ] Independent Contractor performs some or all of the services or project at a location outside of Hofstra’s premises.

- [ ] Independent Contractor supplies his/her own equipment or materials.

- [ ] Independent Contractor 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.

- [ ] Independent Contractor invoices Hofstra University in order to be paid for services,

- [ ] Independent Contractor 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.

- [ ] Independent Contractor’s project or services involves something not traditionally performed in house by employees of Hofstra.

- [ ] Independent Contractor is not required to report to anyone at Hofstra or attend regular department meetings and makes his/her own schedule.

- [ ] Independent Contractor is free to perform similar work for others as well as for Hofstra.

- [ ] Hofstra has little or no management or supervision of Independent Contractor for this project.

- [ ] Independent Contractor is not provided a Hofstra ID, Hofstra email address or an office on Hofstra’s premises.

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: ________________________________________________________

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<th>Vendor / SS #</th>
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<td>Student □</td>
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<td>Other □</td>
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Phone #: - - -

**Explanation for Request:**

**NO REQUEST FOR REIMBURSEMENT WILL BE HONORED UNLESS SUPPORTING DOCUMENTATION IS PROVIDED**

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**TOTALS**
Request for Taxpayer Identification Number and Certification

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.

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:

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.

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,