UNDERGRADUATE ORGANIZATION
FUNDING/REIMBURSEMENT COVER SHEET

Organization: ____________________________________________________________

Event Name: ___________________________________________________________

Date of Event: __________________________ Location: _______________________

Your Name: __________________________________ Position in Org. ______________

Hofstra Email: __________________________________________________________

Hofstra ID #: ___________________________________________________________________________

Detailed Explanation for Request: __________________________________________________________________________

________________________________________________________________________

Amount of Request: SGA $ ______ Income: $ ______ Total: $ ____________

CHECK OFF ALL PAPERWORK ATTACHED TO THIS FORM

Original Receipts
Check Requisition
Credit/Debit Card Statement
Invoice
List of Attendees

Event Flier
Contract Information/Approval
Applicable Contract Forms
Campus Catering Form
Off-Campus Food Approval

OFFICE USE ONLY

OSLA Program Advisor: __________________________ Date Rcvd: ______ Date Signed: ______

Rec. & Intramurals Advisor: __________________________ Date Rcvd: ______ Date Signed: ______

MISPO Program Advisor: __________________________ Date Rcvd: ______ Date Signed: ______

SGA Comptroller: __________________________ Date Rcvd: ______ Date Signed: ______

Appropriated: SGA: $ ____________ Income: $ ____________

SGA Advisor: __________________________ Date Rcvd: ______ Date Signed: ______

Exec. Dir. OSLA: __________________________ Date Rcvd: ______ Date Signed: ______

OSLA Budgeting: __________________________ Date Rcvd: ______ Date Signed: ______

Balance after this expense: SGA: $ ____________ Income: ____________

AP: ____________ Finance: ____________ Purchasing: ____________ Budget Xfer: ____________

DoS: ____________ MS Access: ____________ Check Req.: ____________ P.O.: ____________

Approved: ____________ Denied: ____________ Modified: ____________

COMMENTS: __________________________________________________________________________

Updated January 20, 2015 S:\OSLAM\Forms\PDF versions - to hand out and print
HOFSTRA UNIVERSITY

CONTRACT APPROVAL FORM — Cover sheet for Contract

(Append 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.

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

( ) ____________________________

Approved as to insurance requirements:

By: ____________________________ Date: ____________________________

Approved, Office of General Counsel:

By: ____________________________ Date: ____________________________

Hofappform.wpd
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”) which is incorporated herein by reference. If the terms of Attachment A and this Agreement conflict in any way, this Agreement shall control. 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, liability (including statutory liability) 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
.01 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**

Signed By: ______________________________

Name: Catherine Hennessy

Title: Vice President for Financial Affairs and Treasurer

Date: ______________________________

**Contractor**

Signed By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

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Revised: 10/9/14
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.)
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

*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: _______________________________________________________

Page 3 of 3

Rev. 1/13 Hu Doc 7394
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: [ ] Individual/Sole proprietor [ ] Corporation [ ] Partnership
[ ] Limited liability company. Enter the tax classification (e.g., disregarded entity, C-corporation, P=partnership) [ ] Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

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.

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,