

CONSULTING AGREEMENT

The Curators of the University of Missouri on behalf of _____ (hereinafter referred to as "University") hereby retains _____ (hereinafter referred to as "Consultant") to furnish certain consulting services upon the following terms and conditions:

I. CHARACTER AND EXTENT OF SERVICE

1. Consultant's services hereunder are to assist the University in the following project:

2. Consultant will supply all tools necessary to perform the work and will provide the following services:

3. The Consultant is required to prepare and submit the following reports:

II. PERIOD OF SERVICES AND TERMINATION

The period of performance shall be ____/____/____ through ____/____/____ unless terminated as follows:

- a. By mutual agreement of the University and Consultant, or
- b. The University may terminate this contract at any time by providing 30 days notice. Consultant shall be paid for work completed prior to notice and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination. No work, nor payment for such work, shall continue beyond the termination date.

III. COMPENSATION

1. University will pay Consultant for services performed hereunder
 - a. Personal Services
Rate: \$ _____ per _____ for _____ (units): \$ _____
 - b. Travel and subsistence
 Are to be reimbursed: \$ _____
 Are not to be reimbursed
 - c. Other: \$ _____
 - d. Total (Not to Exceed): \$ _____
2. For payment to be made the University must have a fully executed contract. The substantiation requirements of the University's Accountable Plan, which may be viewed at:
https://www.umsystem.edu/ums/policies/finance/expense_reimbursements apply to non-employees. Reimbursements without proper accounting by the Consultant on a completed invoice form will be reported as income to the IRS. If, in addition to a consultant fee, travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform with existing University policy, which may be viewed at:
https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses.
3. Payment will be made within 30 days after all required work is completed and reports are

received and approved by the University.

IV. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

V. LIABILITY AND INSURANCE

1. **Liability:** The Consultant agrees to defend, indemnify, and hold harmless the University, its officers agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Consultant, its employees or agents in performance of the work under this agreement.
2. **Insurance:** The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below:

Commercial General Liability Coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The officers, employees, and agents of The Curators of the University of Missouri" as "Additional Insured." The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Subconsultant, or anyone directly or indirectly employed by them. The coverage provided will be not less than \$1,000,000 per occurrence and aggregate.

All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to the University issuing a Notice to Proceed.

VI. ASSIGNMENT

The Consultant may not assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the University.

VII. REPORTING

In performing consulting services hereunder, Consultant shall report to and send invoices to the following individuals:

Department Contact: _____ Phone Number: _____
Mailing Address: _____ Email Address: _____

VIII. INTELLECTUAL PROPERTY

1. The Consultant ("Consultant") agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri ("University"), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property [1] developed, created, and/or invented under or pursuant to this Consultant Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Consultant has in the Intellectual Property, Consultant hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in Property; and all rights corresponding to any of the foregoing, throughout the world.
2. Consultant agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Consultant's signature to apply for and pursue any application covering the Intellectual Property, then Consultant hereby irrevocably designates and appoints University and its duly authorized officers and agents as Consultant's agent and attorney-in-fact to act for and in Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Consultant.
3. Whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this Consultant Agreement, Consultant shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Consultant will, at the University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Consultant's rights will be determined in accordance with 37 CFR 401.

[1] "Intellectual Property" means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Consultant Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information related to the work being performed under this Consultant Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

IX. GOVERNING LAW

The agreement shall be governed by the law of the State of Missouri as to interpretation and performance.

X. CONFLICT OF INTEREST

Consultant assures that to the best of Consultant's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Consultant, Consultant's family, business, or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, the Consultant will advise the University of such change.

XI. NATURE OF RELATIONSHIP

Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall consultant be deemed to be an employee of the University for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the University's behalf or commit the University in any manner.

XII. DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant to the best of his/her knowledge and belief that he/she and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

XIII. COMPLIANCE

The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payment to certain foreign vendors.

XIV. MISSOURI STATUTES

If this agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Consultant is a company with ten (10) or more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

XV. NON-DISCRIMINATION

In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

XVI. AMENDMENTS

This agreement may be amended only in writing signed by both parties.

This agreement was entered into this _____ day of _____, 20 ____.

SIGNATURES

The Curators of the University of Missouri

Consultant

Signature

Signature

Title

Title

Date

Date

Are you a citizen or resident of the U.S.?

Yes _____

No _____

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: _____

Country of permanent residence: _____

Tax treaty and treaty article: _____

Note: Missouri Tax: Pursuant to RSMo 143.183 the University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal performance conducted in this state before a live audience, if the payment is in excess of \$300. This tax is applicable to speaking engagements only when admission to the event is charged. The amount of the tax is 2%.

Additional Information Regarding Character and Extent of Services

APPEARANCE AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 20____, by and between _____ hereinafter referred to as "Speaker" and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, hereinafter referred to as "University".

WITNESSETH:

1. University hereby engages the services of _____ Speaker to provide for the University the appearance of _____ Speaker for a presentation/speaking engagement at the time and place and under the conditions hereinafter set forth:

- a. Date of Presentation/Speaking Engagement: _____
- b. Time of Presentation/Speaking Engagement: _____
- c. Topic or Title of Speech: _____
- d. Location for Presentation/Speaking Engagement: _____

Additional Special Conditions, e.g., master classes, luncheon meeting, news conference, rounds, etc:

2. University agrees to pay Speaker the sum of _____ Dollars (\$_____) for the services by Speaker called for hereunder, payment to be made by University check or electronic funds payment within 30 days from completion of services hereunder. The Payee's mailing address is: _____.

3. That all correspondence relating to the presentation/speaking engagement shall be directed to _____ for the University and _____ for the Speaker.

4. University agrees to provide at its own expense the location for the speaking engagement, properly lighted and heated and/or cooled, with a suitable public address system if one is required.

5. Speaker agrees to provide the services hereinbefore set forth in accordance with all aforesaid conditions and Speaker shall furnish University with press/promotional information and information to be used during the presentation/speaking engagement, including preferred photo, links to biographical information and videos. University shall consult with Speaker and/or Speaker's representative prior to publishing or circulating promotional material. Speaker hereby represents, warrants, and agrees that Speaker holds all rights and authority to said material, and permits the University to use said material for promotional and/or advertising purposes. In addition, Speaker hereby grants University the right to broadcast and/or electronically post in all media known or hereafter devised, any part of the presentation/speaking engagement.

6. Either party may cancel the appearance and both parties thereto shall be released from any liability hereunder if, in the judgment of The Curators of the University of Missouri, it is impractical or undesirable to present such performance due to such accidents, or accidents to means of transportation, riots, strikes, epidemics, destruction of the appearance location, acts of God, sickness, acts or regulations of governmental or school authorities, or other legitimate conditions beyond the control of The Curators of the University of Missouri, as may either prevent appearance or render receipt of appearance valueless; and if Speaker or one or more member of the production cannot appear because of ill health, physical disability or other reasons beyond the control of the Speaker, or if Speaker be prevented by acts of God, regulation of public authority or other circumstances beyond the control of the Speaker from presenting or appearing for the engagement.

7. That Speaker and its agent shall be solely responsible for compliance with any rules or regulations, or responsibilities required by any organization with which the Speaker or its employees are members or to which they may be contractually bound, and University shall have no liability, duty or obligation therefor.
8. The Speaker shall indemnify the University and hold it harmless from all loss or damage which it may sustain by reason of injury to any person due to the neglect or willful act of agent or speaker or the employees, servants or agents of Speaker, in the performance of this agreement, including defending, at agent or Speaker's own expense, such claims as may be asserted for loss or damage against the University arising out of Speaker's performance of this agreement.
9. No member or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this contract or by reasons of default of the University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri as such is hereby released by Agent and/or Speaker as a condition of and consideration for the execution of this contract.
10. The individuals signing on behalf of the University and Speaker shall not be personally liable for the performance of any of the terms of this contract or be under any liability under this contract except that they each warrant their authority to sign on behalf of the University and the Speaker.
11. This agreement may not be assigned by either party without the written consent of the other party.
12. Debarment and Suspension Certification – The Speaker certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
13. Non-Discrimination: In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Speaker and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.
14. If Agreement is for \$100,000 or more, and if Speaker is a company with ten (10) or more employees, then Speaker certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

THE CURATORS OF THE UNIVERSITY
OF MISSOURI

SPEAKER

Signature

Signature

Title

Title

Date

Date

Are you a citizen or resident of the U.S.?

Yes _____ No _____

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification:_____

Country of permanent residence:_____

Tax treaty and treaty article:_____

Note: Missouri Tax: Pursuant to RSMo 143.183 the University is required to deduct and withhold state tax from payments to individuals, partnerships, and corporations who are not residents of Missouri or that are not registered as a corporation in this state for any vocal performance conducted in this state before a live audience, if the payment is in excess of \$300. This tax is applicable to speaking engagements only when admission to the event is charged. The amount of the tax is 2%.

The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.

**UNIVERSITY OF MISSOURI
PERSONAL SERVICE CONTRACT**

DOLLAR AMOUNT: _____ COMMENCEMENT DATE: _____ COMPLETION DATE: _____
PROJECT TITLE: _____

THIS AGREEMENT made this _____ day of _____, 20____ is by and between The Curators of The University of Missouri hereinafter called the 'University' and _____ hereinafter called the 'Consultant/Contractor'

WHEREAS THE UNIVERSITY AND THE CONSULTANT/CONTRACTOR DO MUTUALLY AGREE THAT:

1. The individual Consultant/Contractor agrees to the Specifications of Work to be Performed as described in ATTACHMENT A, herein incorporated or as listed below. The methods and manner Consultant/Contractor uses to accomplish that work are not specified by the University. Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request.

2. The University shall pay the Consultant/Contractor for personal services rendered as shown below:

Contract Price for Services \$ _____
(Not to Exceed)

To be billed as follows: _____

Described here: _____

Refer to PROJECT NO. when invoicing (if applicable): _____

Said payment to be made by the University upon receipt and certification of an itemized invoice submitted on the Consultant/Contractor's usual billing form or letterhead to: _____.

Payment will be made within 30 days after all required work is completed and reports/invoices are received and approved by the University.

3. The Consultant/Contractor is an Independent Consultant/Contractor for whom no Federal or State Income tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, workers compensation and similar benefits available to University employees will accrue. The Consultant/Contractor further understands that annual information returns as required by the Internal Revenue Code and Missouri's Income Tax Law will be filed by the University with copies sent to the Consultant/Contractor. The Consultant/Contractor will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor hours of work, working conditions, payment of wages, payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons when required by law. The University will comply with applicable federal and state laws including the Foreign Account Tax Compliance Act which may require the University to withhold and remit to the US Treasury a percentage of payments to certain foreign vendors.
4. The Consultant/Contractor shall indemnify, defend and save harmless the University, its officers, agents and employees from any loss, liability, claim, damage and expense, including reasonable attorney's fees, arising from or attributable to any acts or omissions of the Consultant/Contractor, its officers, agents and employees in

performing its obligations under this Agreement, including without limitation for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data.

5. This agreement shall be governed by the laws of the State of Missouri as to interpretation and performance.
6. This agreement may be amended only in writing signed by both parties.
7. This agreement may be terminated with ten days written notice by either party.
8. This agreement may not be assigned in whole or in part without written consent of the University.
9. Contractor/Consultant to supply all tools necessary to perform work called for by this agreement.
10. a.) The Consultant (“Consultant”) agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri (“University”), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property[1] developed, created, and/or invented under or pursuant to this Consultant Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Consultant has in the Intellectual Property, Consultant hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to the Intellectual Property; and all rights corresponding to any of the foregoing, throughout the world.

[1] “Intellectual Property” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Consultant Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information related to the work being performed under this Consultant Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

b.) Consultant agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Consultant's signature to apply for and pursue any application covering the Intellectual Property, then Consultant hereby irrevocably designates and appoints University and its duly authorized officers and agents as Consultant's agent and attorney-in-fact to act for and in Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Consultant.

c.) Whenever any invention or discovery is made or conceived by Consultant in the course of or in connection with this Consultant Agreement, Consultant shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Consultant will, at the University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Consultant's rights will be determined in accordance with 37 CFR 401.

11. The parties agree that the aforementioned work shall constitute a work for hire, and the copyright and all intellectual property rights shall be owned by the Curators of the University of Missouri.
12. Consultant assures that to the best of Consultant's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Consultant, Consultant's family, business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, the Consultant will advise the University of such change.
13. The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
14. In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.
15. If Agreement is for \$100,000 or more, and if Consultant/Contractor is a company with ten (10) or more employees, then Consultant/Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

IN WITNESS WHEREOF, the University and the Consultant/Contractor have executed this Agreement.

BY THE CONSULTANT/CONTRACTOR

Signed: _____

Name: _____

Title _____

Address: _____

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By _____

Title _____

_____ (Department Approval)

Are you a citizen or resident of the U.S.? Yes _____ No _____

If answer "No", please verify that your current immigration status, as listed on the DHS I-94 Arrival / Departure Record, permits payment for services. **Follow payment procedures listed in the University of Missouri System - Foreign Visitor Tax Guide under Compensation for Independent Personal Services.**

Current DHS classification: _____

Country of permanent residence: _____

Tax treaty and treaty article: _____

Attachment A

Individuals hired to perform services for the University of Missouri are presumed to be employees of the University. This information provided below will assist the University in determining whether the individual performing the services will be classified for federal, state and FICA tax purposes as an employee or independent contractor. The checklist should be completed by a University representative knowledgeable about the services to be rendered and responsible for hiring or retaining the individual. Complete Sections I, II and III (if necessary). If the individual performing services may be classified as an independent contractor, a copy of this completed checklist should be attached to the payment voucher(s). In addition, please see Business Policy & Procedure Manuals for additional requirements regarding contracts for services. If the individual is to be paid as an employee, follow the HR procedures for hiring a new employee.

I. General Information:		Funding:	Non-grant	Sponsored Project/Grant	
(Individual's Name)					
Residency status for tax purposes (check one):		U.S. Citizen	Resident Alien	Non-resident Alien	
Department: _____		Form Preparer: _____	_____/_____/_____ (Date)	(_____) _____ (Phone No.)	
II. Multiple Relationships with the University					Yes No
<p>A. Does this individual currently perform similar work for the University as an employee?</p> <p>B. Is it currently expected that the University will hire this individual as an employee immediately following the termination of his or her independent contractor services?</p> <p>C. During the 12 months prior to the date on which the independent contractor services commenced, did the individual have an official University appointment (including temporary) and provide the same or similar services?</p> <p>D. Does the University pay as employees others who perform essentially the same duties that are to be performed by this individual?</p> <p>E. Does the individual only provide services to the University and not offer their services to the general public as part of a trade or business?</p>					
<p><i>If the answer is "No" to all questions, proceed to the questions in Section III.</i> <i>If the answer is "Yes" to any of the five questions, the individual should be classified as an employee and paid via the normal appointment process.</i></p>					
III. Classification Guidelines (Complete ONLY One of A., B., or C. depending on the type of services performed by the individual.)					Yes No
<p>A. Teacher/Lecturer/Instructor</p> <p>1. Is the individual a "guest lecturer" (e.g. an individual who lectures at only a few class sessions and has no influence in assigning a grade or certifying the completion of a course)?</p> <p>2. Is the individual teaching a course that is neither a degree prerequisite for students nor provides credit for a University degree?</p> <p>3. Does the individual provide the same or similar services to other entities or to the general public as part of a trade or business?</p>					
<p><i>If the answer to both questions 2 and 3 is "Yes," then treat the individual as an independent contractor.</i> <i>If the answer to either questions 2 or 3 is "No," then go to question 4.</i></p>					
<p>4. In performing instructional duties, will the individual primarily use course materials or textbooks that are created, selected or provided by the individual or will the individual determine course content or instructional sequence?</p>					
<p>B. Researcher</p> <p>Researchers hired to perform services for a University department are presumed to be employees of the University. If, however, the researcher is hired to perform research for a particular University professor or employee, please indicate which of the following relationships is applicable by placing a check mark in the appropriate blank:</p>					
Relationship #1 – The individual will perform research for a University professor or employee under an agreement whereby the University professor or employee serves in a supervisory capacity (i.e., the individual will be working under the professor or employee)					Treat as an EMP May be an IC
Relationship #2 – The individual will serve in an advisory or consulting capacity with a University professor or employee (i.e., the individual will be working "with" the University professor or employee in a "collaboration between equals" type arrangement).					May be an IC Treat as an EMP
<p>C. Individuals Not Covered Under Sections III.A. or III.B.</p> <p>1. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?</p> <p>2. Will the department provide the individual training to complete the work?</p> <p>3. Will the University set the number of hours and/or days of the week that the individual is required to work as opposed to allowing the individual to set own work schedule?</p> <p>4. Will the department supervise the work as it is completed?</p>					
<p><i>If the answer is "No" to all questions, individual may be treated as an independent contractor.</i> <i>If the answer is "Yes" to any of the four questions, the individual should be classified as an employee and paid via the normal appointment process.</i></p>					



University Shared Services

REQUEST FOR PAYABLES PROCESSING

Please fill out all information below and attach this cover sheet to applicable support documentation and email to: musharedservices@missouri.edu. For processing a payment request, requisition, etc.

Dept Contact:

Date:

Dept Name:

Phone:

Dept Address:

Supplier Name:

Supplier ID:

Supplier Address:

Amount:

PS Account:

MOCODE:

*If split funded put amounts and MOCODEs in request details

Does this purchase exceed \$10,000? If yes, you **MUST** have the following submitted with payment request:

- Sole source justification (SSJ) - Email MU Shared Services (musharedservices@missouri.edu) for form.
- Competitive bids or proposals are required unless items/services are already on contract with the University.

Does this purchase require IT approval?

- If yes, COLUM & UMSYS you **MUST** complete the **IT security & Requirements Questionnaire (ITSRQ)**.
- If yes, for UMSL, you **MUST** complete the **Technology Purchase Request** (UM Policy 12004).

Request Details:

Request Purpose: Include the "why" for the purchase



University Shared Services

REQUEST FOR CONTRACT PROCESSING

Please fill out all information below and attach this cover sheet to the Contract or Independent Contractor Documentation Form (where applicable) and email to: musharedservices@missouri.edu

Contact Info: Name

Phone:

MoCode(s):

Amount:

Contract Begin Date:

Contract End Date:

Purpose of Contract:

Comments:

Other Party:

Manager Signature, if applicable: (or email approval attached)

Return signed agreement to:

Name:

Email:

Grant funded contracts identify:

Who is the PI?

Project #: