

## Independent Contractor Form

This form should be used for engagement with an independent contractor and the contract is for an amount between **\$2,500 and \$25,000**. Work performed by an Independent Contractor should require specialized knowledge or experience, where MSU has no control over how the work is done, only the final product. This form must be completed **before** work commences. MSU Procurement will review and process the form and sign a Service Agreement with the Independent Contractor. See the Manual of Business Procedures Section 76 for more guidance.

**Instructions for processing:**

1. Complete the Independent Contractor Information section of this form (page 1).
2. Complete and sign the Independent Contractor Status section of this form (page 2).
3. Complete the Statement of Work section of this form (page 3).
4. Verify all information on the completed form for accuracy and ensure the Independent Contractor Status section is signed.
5. Initiate a requisition with MSU Procurement. Attach the completed Independent Contractor form and any supporting documentation for services (e.g., single/sole source letter).
6. The requisition will route to your department's fiscal officer for approval and then route to an MSU Procurement buyer to process. The MSU Procurement buyer will contact the independent contractor and obtain signatures on the required Service Agreement and attach your Statement of Work as a schedule to the Service Agreement.
7. The requestor will receive an action item via email once the PO is finalized and in open status.
8. Once the PO is in open status, the vendor may invoice against the PO.
9. All invoices should be sent to Accounts Payable for payment processing.

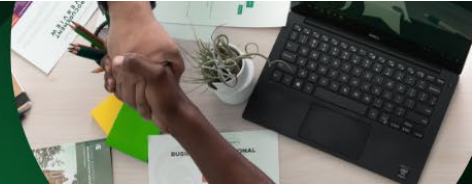
### Independent Contractor Information

**General Information**

<b>Independent Contractor Name:</b>		
<b>Federal Employer Identification Number (FEIN):</b>	<b>Email:</b>	<b>Phone:</b>
<b>Address:</b>		
<b>MSU Department Name:</b>		
<b>Contact Name:</b>	<b>Phone:</b>	<b>Email:</b>
<b>Department Address:</b>		

**Business Reporting Status (check all that apply):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Small Business                         | <input type="checkbox"/> Native Hawaiian or Pacific Islander Owned (MBE) | <input type="checkbox"/> Disabled Veteran Owned                |
| <input type="checkbox"/> African/Black American Owned (MBE)     | <input type="checkbox"/> Asian Owned (MBE)                               | <input type="checkbox"/> HubZone                               |
| <input type="checkbox"/> American Indian or Alaskan Owned (MBE) | <input type="checkbox"/> Woman Owned (WBE)                               | <input type="checkbox"/> Veteran Owned                         |
| <input type="checkbox"/> Hispanic or Latino Owned (MBE)         | <input type="checkbox"/> Disabled Owned                                  | <input type="checkbox"/> Small Disadvantaged Business or 8 (A) |



## Independent Contractor Status

The University's responsibility regarding federal, state and FICA tax purposes is the accurate categorization and documentation of a worker's status as an independent contractor. This attachment will support that status for the University. Please answer all questions honestly. **If any of these items are true**, please consult MSU HR to see whether the individual should be classified as an employee. Although the service provider may prefer an independent contractor relationship, this is no guarantee the IRS will not challenge the classification or that it will be considered unlawful under the Fair Labor Standards Act or another law. The following information will be used in the event of an IRS audit and/or legal claim.

### Independent Contractor Determination:

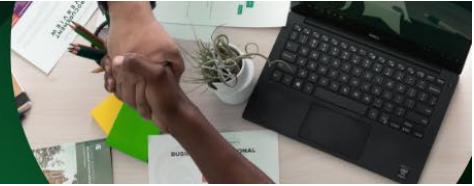
<b>Behavioral Controls: These facts show whether the university has a right to direct or control how the worker performs the work.</b>	<b>True</b>	<b>False</b>
<ul style="list-style-type: none"> <li>The Contractor will receive instruction and training regarding <b>how</b> the work is to be done, rather than rely on the individual's expertise.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>MSU will set the number of hours and/or days of the week the individual is required to work.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Financial Controls: These facts show whether the university has right to direct or control the business or financial aspect of the work.</b>		
<ul style="list-style-type: none"> <li>MSU is the Contractor's primary client/source of business.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>MSU's investment in the work is greater than the Contractor's investment in it (for example, on balance, the Contractor pays more for its own business expenses such as advertising and liability insurance than MSU pays toward such expenses).</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The Contractor does not have the opportunity for profit or loss.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The work is integral to MSU's primary business (not the primary business of the unit, but of MSU as a whole).</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The Department will provide the tools, supplies, additional labor, and workspace to perform the service.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Relationship of the Parties: These are facts that illustrate how the business and the worker perceive their relationship.</b>		
<ul style="list-style-type: none"> <li>The Contractor will continue as an essential part of the department's on-going daily operations.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>MSU will hire the Contractor as an employee following the termination of this service.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The Contractor is currently employed by MSU or has been employed by MSU within the last 12 months.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The Contractor is currently enrolled as an MSU student.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>The Contractor is an instructor teaching a for-credit course offered by MSU to the public.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

My responses to these questions are true and accurate to the best of my knowledge. Based on my responses, I am requesting that this service provider be paid as an independent contractor. I understand that if the service provider is paid as an independent contractor and the service provider should have been paid as an employee, I may be called upon to testify as to the accuracy of the information I have provided on this form.

**Signature:** \_\_\_\_\_

Authorized MSU Account Representative

**Date:** \_\_\_\_\_



## Statement of Work

The statement of work (SOW) is the document that will be attached to the Service Agreement created by MSU Procurement. The SOW is intended to define the purpose of the project and align the expectations of MSU and the independent contractor. The SOW should outline the goals, purpose, guidelines, deliverables, time requirements, and costs for the project. Please complete the fillable areas of the SOW template below, providing additional attachments on a separate page if necessary. Each fillable area provides guidance on what is expected. If you have questions on completing the SOW, please contact MSU Procurement at 517-355-0357.

This Statement of Work ("**SOW**"), adopts and incorporates by reference the terms and conditions of the Master Service Agreement (the "**Master Agreement**"). This SOW is effective beginning on the Effective Date of the Master Agreement, unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Master Agreement, and any applicable purchase order ("**PO**"). This SOW is not a PO. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. **Scope of Work**

*Provide a detailed project summary. Outline the required work and any applicable criteria, standards, or processes. Indicate where work will be performed, as well as the expected end date.*

2. **Work Schedule and Deliverables**

*Outline relevant milestones associated with the SOW. Each milestone, task, or deliverable requires an expected completion date.*

Line Item	Milestone, Task, or Deliverable	Completion Date
1		
2		
3		

3. **Pricing**

*Provide a detailed pricing structure. Indicate how payments are structured (e.g., hourly or milestone-based) and when payments are to be delivered. If hourly rates are used, there must be a not-to-exceed amount of \$25,000.*