

## CONSULTANT ADDENDUM

### Missouri State University

It is mutually agreed that the following terms and conditions shall be considered to be an integral part of the preceding contract/agreement. Notwithstanding any other provision to the contrary, this contract sets forth the terms of the Agreement by which \_\_\_\_\_ (hereinafter referred to as *Consultant*) shall provide services at the \_\_\_\_\_ on the date \_\_\_\_\_ by virtue of this Agreement with the Board of Governors of Missouri State University (Hereinafter *the University*). The information, terms and conditions contained in this Addendum shall prevail and supersede any other information, terms and conditions. Collectively, the preceding contract/agreement and this Addendum shall hereafter be called the *Agreement*.

1. **CONTRACT RETURN:** the University may have signed the contract to which this is an addendum prior to signature by the consultant. The actions of the University in returning said contract constitutes an offer to enter into an Agreement on the terms herein contained.
2. **PAYMENT OF FEES:**
  - a. All persons traveling with the consultant are to be employees of the consultant and are to be paid by the consultant and not the University.
  - b. The price agreed upon is an all-inclusive fee, and no additional fees or charges will be paid unless so noted.
  - c. If consultant is late, or if the consultant arrives in such a condition as to appear to the University to be incapable of providing contracted services in a reasonable acceptable manner for any reason other than an Act of God, then the consultant shall be deemed to have committed a material breach of the contract and the University shall have the absolute right in its sole discretion to cancel the contract. All bona fide out-of-pocket expenses caused to the University will be immediately due and payable by the consultant upon presentation of a statement of such expenses to the consultant or consultant's agent.
  - d. The University will not pay, or reimburse consultant, for any alcoholic beverages.
3. **SOCIAL SECURITY AND TAX IDENTIFICATION NUMBER:** The financial services office of the University requires the social security number for an individual consultant, or tax identification number of the company or the corporation to be listed on the Agreement as follows: \_\_\_\_\_. If required, Consultant will complete, before any payment can be processed, an applicable Vendor Registration Form or W-9. Individual consultant will complete the Independent Contractor Form.
4. **TECHNICAL REQUIREMENTS:** Consultant must provide the University with full current technical requirements in writing at least thirty (30) days in advance of the University presentation or by the date of execution of the Agreement, if less than 30 days from the presentation. Any additional costs incurred by the University as a result of changes required by the consultant from the technical requirements previously agreed to by the University, shall be reimbursed by the consultant.
5. **AGREEMENT:** In the event that the provision of any rider supplied by the consultant conflict with any portion of this Addendum, the terms of this Addendum shall govern.
6. **TECHNICAL CONSIDERATION:** In order for the load-in, set-up, and load-out to be as efficient as possible, please confirm arrangements with the specific the University sponsoring organization prior to arrival on campus.
7. **CONTRACTUAL SERVICES:**
  - a. Consultant is solely responsible for the content of all provided services and material and shall hold the University harmless from any claim of libel, copyright infringement, or other alleged illegal use of materials utilized by the consultant.

- b. Any explanation of services in addition to that set forth in the Agreement to which this Addendum is attached, if required, will be set forth in a Scope of Work exhibit to be attached in the Addendum as incorporated herein by reference.
- 8. **SALE OF ITEMS:** Unless otherwise agreed, a commission of fifteen percent (15%) for non-profit vendor(s) and twenty percent (20%) for commercial vendor(s) of gross sales payable to the University on all items sold by the consultant. Settlement and payments of amounts due to the University will be made prior to payment of the consultant.
- 9. **EQUAL OPPORTUNITY:** In the performance of this Agreement, consultant will not discriminate on the basis of race, color, religion, sex, gender identity, national origin, ancestry, age, disability or veteran status, or any other unrelated basis. To the extent applicable, Executive Order Number 11246 of September 24, 1965, is incorporated herein by reference. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, their board members, officers, or employees.
- 10. **ANTI-KICK BACK ACT:** Consultant shall comply with all provisions of the Copeland Anti-Kick Back Act (18 U.S.C. 874). Consultant hereby certifies that no person employed on the work has been induced to or required to give up any part of the compensation to which he/she is otherwise entitled.
- 11. **USE OF PREMISES:** Consultant shall enforce the University’s instructions regarding signs, advertisements, fires and smoking. Consultant shall be aware of the following rules regarding consultant’s use of the property:
  - a. No intoxicating beverages or illegal controlled substances shall be brought or used on the premises.
  - b. Consultant will tightly secure storage and work areas during non-working hours.
  - c. The University will not be responsible for consultant’s tools, equipment, or materials.
  - d. No firearms shall be allowed on the premises.
- 12. **INDEMNIFICATION/ENFORCEMENT:** To the extent this provision will not make void any liability insurance maintained by consultant, the consultant agrees to indemnify and hold harmless the University, its officers, agents and assigns, from any and all acts or omission of consultant or any of consultant’s officers, agents, servants or employees, causing or allegedly causing harm or injury to any person or property. Judicial enforcement of this Agreement/Addendum is appropriate in the Circuit Court of Greene County, Missouri. The prevailing party is entitled to a reasonable attorney’s fee and court costs.
- 13. **CONSTRUCTION:** This contract shall be construed according to the laws of the State of Missouri.
- 14. **ASSIGNMENT:** Consultant agrees that this is a personal services contract, and not assignable without the written consent of the University.
- 15. **CHANGE OF ADDENDUM:** No changes to this Addendum are effective unless initialed by the authorized the University representative.

In witness whereof, the parties hereto have executed this Agreement, the dates set forth below.

Consultant

Missouri State University

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Director of Procurement Services  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Accepted by: (For Contracts of \$10,000 or More)

Missouri State University

\_\_\_\_\_  
Printed Name

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(May be used in place of W9 or VRF for independent contractors **only**)

**PART I- To be completed by prospective independent contractor (i.e., the individual providing a service)**

**THIS FORM SHOULD BE COMPLETED PRIOR TO THE PAYEE COMPLETING THE SERVICE**

**INSTRUCTIONS:** Complete only if you are contracting for payment to an individual or paying for personal services as an independent contractor. If you are hiring an individual or sole proprietor, it is important to establish that the nature of the service does not constitute an employee-employer relationship. The independent contractor questions are important to both Missouri State University and the prospective payee to enable proper tax withholding and reporting in accordance with IRS regulations. If it is determined that the payee is NOT an independent contractor, then they are an employee and must be paid through the payroll system by completing the appropriate paperwork with Human Resources or a student employment clearance form, if the payee is a Missouri State University student.

Payee BearPass Number: **M** \_\_\_\_\_

Payee Name (as shown on your income tax return)\*\* \_\_\_\_\_

Payee Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Social Security Number \*\* \_\_\_\_\_

\*\*SSN should match payee name that is provided\*\*

I am a U.S. Citizen.

I am a Missouri Resident.

I am a Lawful Permanent Resident. Lawful Permanent Residents should attach a copy of their I-551 Permanent Resident Card or unexpired foreign passport showing the temporary I-551 Stamp.

I am a Non-Resident or Resident alien. Non-Resident and Resident aliens should contact [InternationalPayroll@missouristate.edu](mailto:InternationalPayroll@missouristate.edu) for tax purposes and information on appropriate paper work and tax documents required prior to receiving compensation.

Describe the Services to be provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Service(s) Performed (specific dates): \_\_\_\_\_ to \_\_\_\_\_ Total Amount Due \$ \_\_\_\_\_

How amount is determined: Fixed/Project/Lump Sum Pay \_\_\_\_\_ Hourly/Weekly/Monthly Rate \_\_\_\_\_

Other (Describe Method) : \_\_\_\_\_

**Section I- Relationship with the University**

**YES NO**

- A. Do you currently work for Missouri State University as an employee?
- B. Have you worked as an employee of Missouri State University during the 12 months prior to the date of this contract?
- C. Has the University extended you an offer to be employed by the University?

*(Please note employment status as staff/faculty for full/part/temporary-time differs from contracted labor.)*

*If the answer is "NO" to all questions, proceed to Section III.*

*If the answer is "YES" to any of the questions, complete Section II.*

**Section II- Job Duties (current or past)**

A. What is/was your current/past job title (with the University)? \_\_\_\_\_

B. What department do/did you work for? \_\_\_\_\_

C. Are the services you are providing related to current job duties? Yes No

D. Please describe job duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*If job duties are related to contract duties, the payee should be classified as an employee and paid via payroll.*

**Section III- Classification Guidelines (Complete subsection A only, unless the services provided are associated with subsection B or C)**

**A. Independent Contractor Questions**

**YES NO**

1. Have you provided this same or similar services to other unrelated entities or to the general public as a trade or business?
2. Will your period of service be performed within a set time frame per this contract?
3. Will the department provide specific instructions regarding performance of the required work rather than relying on your expertise? (Training and direction concerning how to complete the task or giving payee more than general directions and objectives about the related task.)
4. Does the University provide you long-term assistance, additional support, or reimbursement of expenses such as tools, equipment, and/or material?
5. Will the University set the specific hours and/or days of the work week that you are required to work, as opposed to you setting your own work schedule?

*(Definition- In the performance of the services, the amount of time devoted by the Independent Contractor on any given day will be entirely within the Independent Contractor's control, and the University will rely on the Independent Contractor to put in such number of hours as are necessary to fulfill the requirements of the Agreement.)*

**Section III- Classification Guidelines (continued from previous page)**

<b>A. Independent Contractor Questions (continued)</b>	<b>YES</b>	<b>NO</b>
6. Is there regular or on-going relationship with you and the prospective payee? For example, are you being hired for more than a one-time task per this contract?  7. Rather than end the relationship per this contract, does the University reserve the right to fire you at any time?  8. Do you perform services exclusively for Missouri State University rather than working for a number of companies at the same time?  9. Do you report to a University staff member who has the right to change HOW you do your work?  <i>Proceed to subsections B or C if they pertain. Otherwise proceed to Part II.</i>		

<b>B. Guest Speaker</b>	<b>YES</b>	<b>NO</b>
1. Will you teach a course from which students will receive credit toward a degree?  2. Will the University provide you course materials and tools?  3. Will the University reimburse you for course related expenses?  4. Have you been invited, as a guest speaker, to lecture in a seminar, colloquium, class, etc.?  5. Have you been engaged by the University fewer than 5 times in the past 12 months?		

<b>C. Researcher</b>	<b>YES</b>	<b>NO</b>
1. Will you perform research under the supervision of a University professor or employee?  2. Will you serve as an advisor or consultant to a University professor or employee?		

**Independent Contractor- Read PART II and sign if you agree to the determination of this contract as an Independent Contractor-ORIGINAL SIGNATURE REQUIRED FOR PAYMENT**

**PART II- To be read by individual providing the service- Definition of an Independent Contractor**

1. Maintains a separate business with his/her own work facility, truck , equipment, materials, or similar accommodations;
2. Performs or agrees to perform specific services or work for specific amounts of money and controls the means of performing the services or work;
3. Incurs the principal expenses related to the service or work that he/she performs or agrees to perform;
4. Is responsible for the satisfactory completion of work or services that he/she performs or agrees to perform and is or could be held liable for a failure to complete the work or services;
5. Receives compensation for work or services performed for a commission or on a per-job or competitive-bid basis;
6. May realize a profit or suffer a loss in connection with performing work or services; and
7. Has continuing or recurring business liabilities or obligations.

By signing below, I agree with the statements made on this form and that the form is identified as an invoice/contract. I understand that as an Independent Contractor, I am not covered under the State of Missouri Worker's Compensation Law and that I meet the Independent Contractor definition in PART II of this form.

**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 (and authorized to sign an IRS Form W-9)

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 account (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

For additional information refer to the website link below: [www.irs.gov](http://www.irs.gov) and go to Form W-9.

\_\_\_\_\_  
Payee Printed Name

\_\_\_\_\_  
Payee Signature (Must be Payee Named)

\_\_\_\_\_  
Date

Return this signed form to the University department that engaged you to perform services.

If you do not qualify as an independent contractor, you must go through the payroll process before performing services.

**PART III- For Official Use Only**

**THIS PART TO BE COMPLETED BY UNIVERSITY DEPARTMENT:**

The University employee signing below warrants: that he or she has reviewed the information provided on this form; that the information is true to the best of the signer's knowledge, and; the individual's representations regarding the services to be performed and resulting compensation to be paid are correct.

The signer below should be the University Department Head/Director.

\_\_\_\_\_  
University Department

\_\_\_\_\_  
Department Head/Director Printed Name

\_\_\_\_\_  
Department Head/Director Signature

\_\_\_\_\_  
Date

**Part IV- For Official Use Only**

**THIS PART TO BE COMPLETED BY FINANCIAL SERVICES:**

I have reviewed the information on this form and contacted the department for additional information as I deemed necessary. Based upon my review and/or my conversations with \_\_\_\_\_  
I have concluded that the individual named in Part I qualifies \_\_\_\_\_ or does not qualify \_\_\_\_\_.

\_\_\_\_\_  
Accountant Approval Signature

\_\_\_\_\_  
Date