



# Contract and Payment Form for Service Providers

This form should not be used to obtain services for any time exceeding 30 calendar days or if total payments exceed \$10,000.  
This form should not be used to engage an artist to create a work of art for installation on University property.

## SECTION A – To be completed by the Service Provider

<b>Service Provider Name 1:</b>		
<b>DBA/Company Name 2 (if applicable):</b>		
Are you an existing BU supplier? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Taxpayer Identification Number (TIN):</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Service Provider Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). <i>(Valid tax form must be attached to this document)</i>	<b>Social security number</b>	
	-	-
	<b>Employer identification number</b>	
	-	
Is your company reportable on the IRS form 1099? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is your “Primary Business Address” the same as your other addresses (e.g. “Invoice Remit To”, “Order From” Addresses)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Location Purpose (check all that apply): <input type="checkbox"/> Purchase Order From <input type="checkbox"/> Invoice Remit To		
Address Line 1:	Country:	
Address Line 2:	State:	
Address Line 3:	City:	
Postal Code:	Organization Email:	
Phone Number:	Fax Number:	
For questions, general information or purchase order receipt, what is your standard communication method? <input type="checkbox"/> Email <input type="checkbox"/> Fax		
<b>Boston University Contact Information</b>		
First Name:	Last Name:	Title:
Email:	Phone Number:	Fax Number:
Department Name:	Telephone:	E-Mail:
<b>Description of Services Being Performed:</b>		
Date(s) and Location of Service:		
Rate per job or rate per day: \$	Fee for services: \$	Total Cost of Engagement: \$
<b>Additional Terms or Statement of Work Attached (Yes/No):</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Conflict of Interest Certification:</b> I, the Service Provider, acknowledge that I have read, understand and agree to follow the Boston University Vendor Code of Conflict Policy. ( <a href="http://www.bu.edu/sourcing/suppliercenter/supplier_code_conduct/">http://www.bu.edu/sourcing/suppliercenter/supplier_code_conduct/</a> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Independent Contractor Status:</b> The University classifies and pays individuals who provide services as employees, unless the nature of the services and other circumstances satisfy the IRS criteria for independent contractor status. The IRS advises employers to look at three aspects of the employment arrangement to determine independent contractor status: financial control, behavioral control, and relationship between the parties. Please answer the following questions to help us better define your business relationship with Boston University.		
<b>1.</b> Are you a U.S. citizen or resident alien? If no, country of citizenship: If non-resident alien, what is your tax status: <input type="checkbox"/> Non-exempt* <input type="checkbox"/> Exempt by virtue of tax treaty Treaty country: <i>*Payments may be subject to withholding under Internal Revenue Code section 1441.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2.</b> Are you an employee of Boston University? If yes, check all that apply <input type="checkbox"/> Part-Time <input type="checkbox"/> Full-Time <input type="checkbox"/> Faculty <input type="checkbox"/> Other If other, specify		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3.</b> Is any member of your family or household an employee of Boston University? Under the University’s Conflict of Interest Policy, “family” includes (1) a spouse; (2) a child, grandchild, parent, grandparent, sibling, uncle, aunt, nephew, or niece, or the spouse of any such person; (3) a person having a step-relationship described in (2) above; (4) a parent-in-law or a brother- or sister-in-law; or (5) any other person who resides in the same household. If yes, please identify such person:		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.</b> Have you received wages or any other payments from Boston University within the last year? If yes, check the appropriate box, <input type="checkbox"/> Consulting or other service fee <input type="checkbox"/> Wages <input type="checkbox"/> Other If other, specify		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.</b> I will receive a flat fee for my services.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6.</b> I am customarily engaged in an independently established trade, occupation, profession, or business of the same nature as that involved in the service to be performed hereunder.		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Independent Contractor Status (continued):</b>	
7. If yes to item #6, please identify the last four consulting entities with whom you have contracted and the dates of such services:	
8. I have provided such services to Boston University previously. If yes, how many hours of such service have you provided to Boston University in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. I will provide all of the required equipment to complete my duties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. I have the right to retain others to assist me in carrying out my duties as assigned.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. The retention of any such people is solely within my discretion, and any compensation will be paid by me.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. I use University classroom or office space to perform my duties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. All expenses incidental to the performance of my duties for the University, including travel expenses, are to be borne by me, unless reimbursement is permitted in the terms of the contract and invoiced with appropriate documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. I retain the right to schedule the work to be completed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Unless exempted, I will submit periodic progress reports to the responsible department chairman or business administrator as to the status of the project or work being performed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. The right to control the progress of the project or work being performed is at my discretion.	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. I contract to provide these services on a project-by-project basis. Nothing in this shall imply that either party has the right or obligation to receive or provide services for any period other than that covered by the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Will Boston University provide you with any training in order for you to provide the Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Please estimate the number of hours/time commitment of work:	
20. Do you carry insurance providing coverage for your operations? If yes, check the appropriate categories, <input type="checkbox"/> Commercial General Liability Limit: <input type="checkbox"/> Errors & Omissions & Professional Liability Limit:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>General Conditions:</b> By signing below, Service Provider agrees to the Terms and Conditions (Section C) in this Contract and Payment Form for Service Providers (the "Contract") and certifies that:</p> <ol style="list-style-type: none"> <li>1. Service Provider is not a Service Provider of Boston University, other than by terms of this Contract.</li> <li>2. Service Provider is not an employee or family or household member of an employee of Boston University.</li> <li>3. Service Provider is not suspended, debarred, or ineligible to enter into contracts with any department or other agency of the Federal Government, nor in receipt of proposed debarment or suspension notification.</li> <li>4. Neither Service Provider nor any member of his/her family or household has any financial or other interest that could pose a conflict of interest under Boston University's rules, regulations and policies, except as disclosed herein.</li> <li>5. All of the information provided by Service Provider in this Contract is true and complete.</li> <li>6. To the best of my knowledge and belief, I am entitled to claim independent contractor status in accordance with Internal Revenue Service guidelines and do not intend to perform services in an employee-employer relationship with Boston University. I certify that I pay my own federal, state, and city income/social security and other taxes in accordance with estimated tax payment requirements. I acknowledge that, as an independent contractor, I am not eligible for workers compensation, unemployment compensation, or other University employee benefits. I understand that Boston University will determine, prior to my engagement, whether I am qualified to receive payments as an independent contractor. If I am deemed qualified and if I am engaged by the University, I understand that the University will issue a Form 1099-MISC to me if I receive over six hundred dollars in remuneration during a calendar year. I agree to complete and submit all information, forms, and documentation required by the University as directed. I acknowledge that providing false information will result in my not being eligible to contract with the University in the future and may result in further penalties.</li> </ol>	
<b>Service Provider's Signature:</b>	<b>Date:</b>

**SECTION B – To be completed by Boston University after services are performed**

Approved by Dean of School or Designee	Date	Approved by Accounts Payable	Date

Account Distribution		Enter a number into only one of these three columns for each line item		
GL Account	Amount	Cost Object (CC/IO/WBS)	Earmarked Funds Document	Earmarked Funds Line Item
<b>TOTAL</b>				
Disposition of Check: <input type="checkbox"/> U.S. Mail <input type="checkbox"/> U.S. Mail w/ Attach <input type="checkbox"/> Wire <input type="checkbox"/> Hold for Pickup				

## SECTION C – Terms & Conditions

- 1. SERVICES:** Service Provider agrees to provide the services described in this Contract (the “Services”). The Service Provider’s performance of the Services will take place at the times and locations identified in this Contract. Any change to the Services must be approved in advance in writing by both parties.
- 2. PERFORMANCE:** Service Provider shall perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws, and substantially in accordance with the description set forth in this Contract. Service Provider represents and warrants that (i) Service Provider has all rights necessary to perform under this Contract and (ii) neither this Contract nor Service Provider’s performance of the Services will breach any obligations of Service Provider to any other party. Service Provider owns all the rights that Service Provider is assigning to Trustees of Boston University (“University”) under this Contract (see Rights in Work Product). Service Provider represents that Service Provider’s work product will not infringe any patents, copyrights, trademarks, trade secrets or other rights of any third party.
- 3. PAYMENT:** As compensation in full for the Services and for all rights assigned by Service Provider to University hereunder, University will pay Service Provider the fees indicated in Section A of this Contract within 60 days of the conclusion of the Services, provided that the Services have been performed in accordance with this Contract. If indicated in Section B, University will also reimburse Service Provider for all reasonable, documented expenses that Service Provider incurs in connection with the Services; provided that University shall not be obligated to reimburse any expense greater than the amount indicated in Section B unless Service Provider has obtained prior written approval from University.
- 4. SERVICE PROVIDER STATUS:** This Contract shall not in any way be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. It is agreed that the Service Provider executes this Contract as an independent contractor and not as an employee of the University. Service Provider shall be responsible for the payment of any and all federal and state taxes which may result from any payment due under this Contract and the University shall not be responsible for withholding the same.
- 5. EQUIPMENT:** Any and all equipment necessary for the performance shall be furnished by the Service Provider unless otherwise stated in Section B. All equipment, property and effects of Service Provider and of all persons claiming through or under Service Provider which may be on University property at any time before, during or subsequent to the performance, shall be on such property at the sole risk and hazard of Service Provider, and if the whole or any part thereof shall be destroyed or damaged, no part of said loss or damage is to be borne by the University unless caused solely by an act, omission to act or gross negligence of the University, its agents or employees. Service Provider further agrees that if the University or any of its agents or employees should receive or handle property of any kind shipped or otherwise delivered to University for Service Provider either prior to, during or subsequent to the performance of the Services, the University, its agents and employees shall be acting solely for the convenience of the Service Provider and neither the University nor such agents or employees shall be liable for any loss, damage or injury to such property.
- 6. TERM AND TERMINATION:** This Contract is effective as of the day executed by University and will expire upon completion of the Services. University shall also have the right to terminate this Contract for any reason in its sole discretion upon thirty (30) days’ written notice to Service Provider. In addition to any other rights and remedies it may have, University may terminate this Contract if Service Provider fails to perform or breaches any of Service Provider’s obligations, warranties or representations in this Contract and such failure or breach continues uncured for ten (10) days after written notice or cannot be cured. Within thirty (30) days of termination or expiration of this Contract, Service Provider will deliver to University all work product and materials related to the Services completed or in progress as of the date of termination or expiration and University shall pay Service Provider undisputed amounts owing for Services performed in accordance with this Contract and, if applicable, reimburse Service Provider for expenses properly incurred by Service Provider through the date of termination or expiration date. Service Provider shall use reasonable efforts to promptly wind up Services and cancel expenses upon receiving notice of termination. The provisions of this Contract which by their explicit terms or manifest intent are to survive shall survive termination or expiration.
- 7. RIGHTS IN WORK PRODUCT:** University shall own and Service Provider hereby assigns to University all right, title and interest in and to all work product created, prepared or developed by Service Provider in the course of performing the Services and any patents, copyrights and other intellectual property embodied in the work product, free of all liens, claims and encumbrances; provided that all work product subject to copyright shall be considered work made for hire by Service Provider for University to the extent permitted by law. Service Provider hereby waives all "moral rights" to the extent permitted by law. Service Provider shall execute and deliver to University all documentation that University reasonably requires to evidence University’s rights in and to the work product and shall comply at University’s expense with all reasonable requests for documentation in connection with (i) applications for registration of any patents, copyrights or other similar ownership rights in the work product and (ii) any action or proceeding with respect to University’s protection or defense of its ownership rights.
- 8. USE OF NAME:** Service Provider may not use the name “Boston University” (alone or as part of another name) or any logos, seals, insignia, or other words, names, symbols or devices that identify the University for any purpose except with the University’s prior written approval.
- 9. GOVERNING LAW:** This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of law rules).
- 10. PROHIBITED PRACTICES:** While on University property the Service Provider shall not cause or produce any unusual, noxious or objectionable smoke, gases, vapors or odors; overload any floor, ceiling or wall; take up a collection; use any drugs or alcohol; post any signs on University property without prior approval from the University as to content and location; do or permit University property to be used for unlawful or immoral purposes or in any manner so as to injure persons or property in or near University property; do or permit any act to be done during the term of this Contract which will in any way mar, deface or injure any part of University property; or otherwise behave in an unsafe and careless manner. The Service Provider shall not bring onto University property or the place of performance any firearms or pyrotechnics (including, without limitation, any flammable device or materials).
- 11. INTERVENING EVENTS:** The University reserves the right to terminate this Contract without penalty if it should become impractical for the Services to be performed due to any cause beyond the University’s control, including but not limited to Acts of God, storm, fire, flood, earthquake, roof collapse, labor disturbance (including strikes, boycotts, lockouts, etc.), war, civil commotion, shortage or unavailability of labor, or present or future law, ordinance, order, rule or regulation.
- 12. INDEMNIFICATION:** Service Provider agrees to indemnify and hold harmless the University, its agents, representatives, employees, and members of its governing boards from any and all claims, demands, actions and causes of action of every name and nature, including attorneys’ fees and court costs, arising out of or resulting from any accident, injury, death or damage to any person (including but not limited to spectators) or property (including but not limited to the persons and property of Service Provider’s officers, agents and employees) received, done or occurring in on or about any portion of the University’s buildings or land while being used by Service Provider. Service Provider agrees to assume liability for any and all damages to University property caused by the Service Provider or his agent.