



TEXAS A&M INTERNATIONAL UNIVERSITY  
A Member of The Texas A&M University System

Independent Contractor Agreement

IT IS HEREBY AGREED THAT I, \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, will provide the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that this contract is for services during the time period above and does not constitute employment with TAMIU. If the services above include a speaking engagement, the Speaker hereby grants permission for TAMIU to tape record and/or videotape the presentation for non-commercial purposes. Tape(s) will remain the property of TAMIU. Furthermore, this contract is contingent on proper contractual work authorization. Contract for services **and** travel shall not exceed \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security or Federal ID #

**Mailing address:**

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

My signature below signifies that I have reviewed and approve of this contractual task. Additionally, the contract is in compliance with System Regulation 25.07.03, "[Acquisition of Goods and/or Services](#)".

\_\_\_\_\_  
Dean/Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriate V.P.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Budget, Payroll & Fiscal Analysis

\_\_\_\_\_  
Date

Is this payment being made to or on behalf of a U.S. citizen or legal permanent resident?	YES	NO
Will any of the services stated above be conducted outside the United States?	YES*	NO
*If yes, what % of the services will take place outside the U.S. and where will those services be conducted?		
Percentage:	_____	Location: _____
Preparer's Name:	_____	Account #: _____
Date Check Needed:	_____	L or R requisition #: _____

Department: \_\_\_\_\_  
 Department Contact Name/Ext.: \_\_\_\_\_  
 Dates of Services (From/To): \_\_\_\_\_

**Employee vs. Independent Contractor Checklist**

**RELATIONSHIP** YES    NO    N/A

1. Is the person or entity being contracted a U.S. Citizen, legal permanent resident or U.S. entity?
2. Does this person currently work as an employee within the Texas A&M University System?\*
3. Has this person worked as an employee for any entity in the Texas A&M University System within the last 12 months performing the same or similar services?\*
4. Other than this agreement, is there a written contract between Texas A&M International University and the person or company providing these services?
5. Does the contractor receive or expect to receive fringe benefits (i.e. medical, unemployment, or workmen's comp insurance) from the University?
6. Will the contractor have or expect to have a continuing relationship with Texas A&M International University?
7. If instructional duties are involved, will the instruction apply towards students receiving academic credit?
8. If instructional duties are involved, will the person participate in testing/evaluating students for coursework leading towards academic credit?

**BEHAVIORAL CONTROL** YES    NO    N/A

9. Will the University provide the tools, equipment and/or materials for the services to be performed?
10. Does the University have the right to hire, fire, or discipline the person's workers/assistants?
11. If office space or other facilities are provided, will the person rent the space?
12. Are work hours set by the University?
13. If the person will perform research, will these services be performed under the direction and control of a University faculty member or employee?
14. If research services are performed, is the research primarily for Texas A&M International University?
15. Is the person required to work a minimum number of hours?
16. Will the person receive training by the University?

**FINANCIAL CONTROL** YES    NO    N/A

17. Will compensation be paid on a weekly, monthly basis or other regular basis without submitting an invoice?
18. If liability insurance is typically required for the type of service being performed, will the person provide it at his/her own expense?
19. Does the person work for more than one company at a time (meaning they are not economically dependent solely on TAMIU)?
20. Are the person's services made available to the general public?

**\*If a current or former employee (within last 12 months) within the Texas A&M University System, provide a description of the person's job duties.**

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