TEXAS A&M INTERNATIONAL UNIVERSITY
Independent Contractor Agreement (ICA)

Part I – Description of Services

Contractor name (full legal name):			Total payment for services:
Duration of service	Start date:	End date:	Funding Account(s):
Type of service contractor will perform: Select One From The List Drop Down List			
Terms of the agreement:			

Part II - TAMIU Approval

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".

Account Owner/Grant PI _____ **Date** _____

Dean/Director _____ **Date** _____

Appropriate V.P. _____ **Date** _____

Grants & Contracts (if applicable) _____ **Date** _____

Director of Budget, Payroll & Fiscal Analysis _____ **Date** _____

Required Information:

Preparer's Name: _____

Preparer's Ext: _____

Will services be performed on campus? ☐ Yes ☐ No

For Questions/Assistance

Email BudgetandPayroll@tamiu.edu or (956) 326-2369 or (956) 326-2377

Submit ICA and Checklist for pre-approval to the email above or to KLM 162 a minimum of 10 business days before service period.

Part III - Contractor Certification

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.

In order to comply with IRS Regulations, TAMIU will include/consider all unsubstantiated travel expenses reimbursed or incurred on behalf of a contractor as taxable income. Thereby, income in excess of $600.00 will be reported to the IRS and will generate a Form 1099-MISC. For non-U.S. contractors, taxable income will be reported to the IRS and to the individual on a Form 1042-S. I understand that any reportable payments made to me or on my behalf will be reported to the IRS & me.

Please check only one box below

☐ I certify that **I have not** been employed by the Texas A&M System or any of its members within the past 12 months or employed by another state agency during the past two years.

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Please indicate the name of the state agency here:_____.

Independent Contractor's Signature _____ **Date** _____ **Last 4#s of SSN** _____

Revised
10/23/2026

Name of Independent Contractor: _____
Department and Contact Name/Ext.: _____
Dates of Services (From/To): _____

TEXAS A&M INTERNATIONAL UNIVERSITY

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. Will any of the services stated above be conducted outside the United States? *If Yes, what % of the services will take place outside the U.S. and where will those services be conducted? Percentage:_____ Location:_____	*☐	☐	
3. Does this person currently work as an employee within the Texas A&M University System?*	☐	☐	
4. 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?*	☐	☐	
5. Other than this agreement, is there a written contract between Texas A&M International University and the person or company providing these services?	☐	☐	
6. Does the contractor receive or expect to receive fringe benefits (i.e. medical, unemployment, or workmen's comp insurance) from the University?	☐	☐	
7. Will the contractor have or expect to have a continuing relationship with Texas A&M International University?	☐	☐	
8. If instructional duties are involved, will the instruction apply towards students receiving academic credit?	☐	☐	☐
9. 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
10. Will the University provide the tools, equipment and/or materials for the services to be performed?	☐	☐	☐
11. Does the University have the right to hire, fire, or discipline the person's workers/assistants?	☐	☐	☐
12. If office space or other facilities are provided, will the person rent the space?	☐	☐	☐
13. Are work hours set by the University?	☐	☐	
14. If the person will perform research, will these services be performed under the direction and control of a University faculty member or employee?	☐	☐	☐
15. If research services are performed, is the research primarily for Texas A&M International University?	☐	☐	☐
16. Is the person required to work a minimum number of hours?	☐	☐	
17. Will the person receive training by the University?	☐	☐	

FINANCIAL CONTROL	YES	NO	N/A
18. Will compensation be paid on a weekly, monthly basis or other regular basis without submitting an invoice?	☐	☐	
19. If liability insurance is typically required for the type of service being performed, will the person provide it at his/her own expense?	☐	☐	☐
20. Does the person work for more than one company at a time (meaning they are not economically dependent solely on TAMIU)?	☐	☐	
21. 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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