

**EMPLOYEE/INDEPENDENT CONTRACTOR CLASSIFICATION CHECKLIST**

Name: \_\_\_\_\_

UT EID or Document ID: \_\_\_\_\_

**The information provided below will assist the University in determining whether the individual performing the services will be classified as an independent contractor or as an employee of the University. These questions are intended as a guide in making this classification. Further evaluation may be requested based on specific individual circumstances.**

<b>I. Relationship with the University</b>	<b>YES</b>	<b>NO</b>
A. Does this individual currently work for the University as an employee?		
B. Has an offer of employment been extended to this individual?		
C. Did this individual work as an employee of the University during the 12 months prior to the date of this contract?		
<i>If the answer is "No" to all questions, proceed to Section II.</i>		
<i>If the answer is "Yes" to any of the questions, the individual should be classified as an employee and paid via payroll.</i>		

<b>II. Classification Guidelines</b> (Complete only section A, B or C depending on the services performed by the individual)		
<b>A. Teacher/Lecturer/Instructor</b>	<b>YES</b>	<b>NO</b>
1. Is the individual an invited guest lecturer (lectures in a seminar, colloquium, class, etc.)?		
2. Has the individual been at the institution in this capacity fewer than 4 times in the past 12 months?		
<i>If the answers to questions 1 and 2 are "Yes", treat the individual as an independent contractor.</i>		
<i>If the answer to either question is "No", proceed to question 3.</i>		
3. Is the individual teaching in a course for which the students will receive credit toward a University degree?		
<i>If the answer to question 3 is "Yes", treat the individual as an employee. If the answer is "No", proceed.</i>		
4. Has the individual provided the same or similar services as an ongoing business to other unrelated entities in the last 12 months?		
5. Does the University have any control over course materials that are used by the individual?		
<i>If the answer to question 4 is "Yes", AND the answer to question 5 is "No", treat the individual as an independent contractor. Otherwise, treat the individual as an employee.</i>		

<b>B. Researcher</b>	<b>YES</b>	<b>NO</b>
1. Will the individual perform research under the supervision of a University professor or employee?		
2. Will the individual serve in an advisory or consulting capacity with a University professor or employee?		
<i>If the answer to question 1 is "Yes", treat the individual as an employee.</i>		
<i>If the answer to question 2 is "Yes", treat the individual as an independent contractor.</i>		

<b>C. Individuals Not Covered Under A. or B.</b>	<b>YES</b>	<b>NO</b>
1. Has the individual provided the same or similar services to other unrelated entities or to the general public as a trade or business during the last 12 months?		
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?		
3. Can the University set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set his/her own work schedule?		
<i>If the answer to question 2 OR 3 is "Yes", treat the individual as an employee.</i>		

**Check here:**

- Employee (Forms required: APS, I-9, Payroll Services Employee Information Form, W-4, and Payment Request Form (for non U.S. citizens))**
- Independent Contractor (Forms required: APS, Payee Information Form)**

**Completed by:** \_\_\_\_\_  
(Please print)

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

**TERMS AND CONDITIONS FOR FEDERALLY SPONSORED PROJECTS**

*If the individual is classified as an independent contractor, individual must indicate acceptance of these terms by signing below.*

1. For the Principal Investigator: the services provided by this individual are (1) essential and cannot be provided by available UT Austin personnel, (2) a selection process based on expertise and ability has been employed and this person is the most qualified individual available, (3) the fee is reasonable considering the nature and extent of the services required, and (4) proper documentation is on file to support these standards.
2. For this agreement the term "University" shall mean The University of Texas at Austin and "Contractor" shall be defined as the provider of services to University.
3. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement.
4. This agreement may not be amended or otherwise altered except upon the written agreement of both parties.
5. This agreement is not assignable without the express written agreement of both parties.
6. Contractor agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services.
7. Payment for services rendered will be made only upon satisfactory completion of services as certified by the responsible University representative or Principal Investigator, as applicable.
8. The parties shall be independent contractors in the performance of this agreement and nothing herein is intended to make or may be construed to make either party, or the officers, employees, or agents of either party, an employee, agent or representative of the other party.
9. Either the Contractor or University may terminate this agreement at any time by notifying the other party in writing at least ten (10) days prior to the termination of service. In the event of early termination, University shall only be liable for payment of services performed prior to termination.
10. Contractor agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this agreement.
11. Contractor agrees that all inventions and discoveries, whether patentable or not, made by Contractor solely or jointly, resulting from services performed for University during the term of this agreement shall belong to and be the property of University. Contractor will promptly disclose to University all such inventions and discoveries and will assign the same to University. Contractor will, upon request of University, execute and deliver to University disclosures and other information useful or necessary for the preparation of applications for patent(s) of the United States and any and all other countries, covering such inventions and discoveries, and assign the same to University or its assigns. Contractor will render all reasonable assistance to University or its assigns and its attorney in preparing said patent applications and will, upon request of University, execute all instruments and documents and do all things reasonably necessary or convenient to protect the rights of University.
12. By signing this agreement, Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. (If contractor is unable to certify to this statement, an explanation must be attached.)
13. This agreement shall be governed by the laws of the State of Texas.

I accept the provisions of this agreement.

\_\_\_\_\_  
Contractor