

- H. **NonDiscrimination in Employment:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s.51.01(5), or national origin.
- I. **Examination of Records:** All costs incurred under this agreement are subject to audit by the University and/or cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.
- J. **Copyright:** The Contractor affirms that to the best of his/her knowledge all materials furnished and used are his/her own original materials which he/she has obtained the copyright to use for the purposes of this agreement. Written copies of copyright clearances may be required by the University. The Contractor also agrees that the copyright and all other rights pertaining to the work furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Regents of the University of Wisconsin System.
- K. **Publication Requirements:** Any publication resulting from this agreement must include the following acknowledgment of support whether copyrighted or not: "This material is based upon work supported by". The University and/or the sponsoring government agency reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use the work for government purposes.
- L. **Wisconsin Income Tax Requirement:** Wisconsin statutes affect contracts of non-resident entertainers for contracts in excess of \$7,000. Nonresident entertainers are required to post a bond or cash deposit in the amount of 6% of contract amount unless evidence of nonprofit incorporation, bond or deposit is furnished to presenter by the Wisconsin Department of Revenue at least 48 hours prior to performance. Cash deposits and posting of bonds should be made with the Wisconsin Department of Revenue. Proof of nonprofit status furnished to the Department of Revenue exempts artist from this requirement.
- M. **Background Check:** Where an independent contractor is expected to have regular contact with children as a result of the contracted activities or services, the following shall apply. This contract is contingent upon, prior to the commencement of services, the independent contractor and/or its individual employee(s) passing a criminal background check performed by the Criminal Background Check Coordinator of the unit for which the individual will be engaging in activities or rendering services. This background check will evaluate whether the individual has any pending charges or convictions that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges may include, but are not limited to, sexual offenses, violent offenses, and drug offenses.
- N. **Mandatory Reporting of Child Abuse and Child Neglect:** If, in the course of providing services to the University of Wisconsin – Whitewater, contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in University of Wisconsin - Whitewater's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"). If the suspected child abuse or neglect involves an allegation against a University of Wisconsin - Whitewater employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the University of Wisconsin - Whitewater campus or during a University of Wisconsin - Whitewater-sponsored activity, the contractor shall also report to the University of Wisconsin – Whitewater Police Department or University of Wisconsin – Whitewater's Office for Equity and Diversity.

This agreement shall be binding upon the parties hereto, their successors, and assigns, upon due execution by both parties.

Contractor Signature I certify that I have answered questions above accurately. I agree to the payment amount shown and certify that I will provide the services indicated, and that these services will be performed independently as a contractor and are not to be construed as university employment.	Dept. Chairperson / Project Director	Date
	Dean / Director	Date
	Authorized Institutional Approval	Date
Signature	Date	Dept Contact Name and Phone:

WHEN CONTRACT IS COMPLETE: All services have been performed. The contract is complete and ready for payment.	Authorized Signature	Date
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INDIVIDUAL PERFORMING SERVICE
RED PEN = ADMIN COMPLETES

****SAMPLE****

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																																										
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
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 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Payment to Individual Report

Vendor #	IF APPLICABLE										
Name:	<small>(Last)</small>	<small>(First)</small>	<small>(Initial)</small>	Account	Fund	Prog	Department	Project	Budget Yr	Amount	
Address											
City, State, Zip											
Mailing address <small>(If different)</small>											
									<small>Dept must complete ASSA form and attach if payment is over \$5,000</small>	Total	-
Residency:				Business Office Use Only				Required WI Tax Withholding			
<input type="checkbox"/> U.S. Resident <input type="checkbox"/> Legal Resident of: _____ <small>Visa status if not US resident:</small> _____				Dept of Revenue waiver attached <input type="checkbox"/>				Payment Amount _____			

Certifications					
I am currently enrolled at a UW campus for more than 6 credits	<input type="checkbox"/> No	<input type="checkbox"/> Yes	I am an entertainer or public speaker	<input type="checkbox"/> No	<input type="checkbox"/> Yes
I am at least 18 years of age	<input type="checkbox"/> No	<input type="checkbox"/> Yes	I am a Wisconsin Resident	<input type="checkbox"/> No	<input type="checkbox"/> Yes
I have been a State or UW employee this calendar year	<input type="checkbox"/> No	<input type="checkbox"/> Yes	I provide similar services to other entities as part of my business	<input type="checkbox"/> No	<input type="checkbox"/> Yes
<small>If yes, Agency:</small> _____					

Independent Contractor Agreement



- A. This agreement is executed by and between the University of Wisconsin - Whitewater (University) and the contractor named above (Contractor).
- B. The following services and special provisions will be provided through this agreement X Start Date X End Date
(use this space to identify services to be provided, include rights and obligations of the University and the Contractor, including specific scope of work, insurance responsibility, and travel related costs included in payment, etc.):

DESCRIPTION OF SERVICE PERFORMED

- C. Payment for this service will be in the amount of \$ X payable upon completion of the services detailed above. This amount may be reduced by appropriate federal and state withholding as indicated below. Any required paperwork, reports, assurances, etc must be provided before payment will be made. (NOTE: payments greater than \$5,000 require an ASSA agreement)
- D. Attach or send a completed W-9, and if applicable, any related invoices to:
- Continuing Education Outreach
 UW - Whitewater
 800 W. Main Street
 Whitewater, WI 53190
- E. This agreement may be terminated by either party upon 7 days written notice, and payment will be adjusted to reflect actual work completed.
- F. The Contractor agrees to hold harmless the State of Wisconsin, the Board of Regents of the University of Wisconsin and its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the performance of work in connection with this contract, where such liability is founded upon or grows out of the work in connection with this contract, where such liability is founded upon or grows out of the acts or omissions of the Contractor or the officers, employees, or agents of the Contractor.
- G. **Changes:** The University may, from time to time, request changes in the scope of services or the Contractor to be performed hereunder. Such changes including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this agreement.

- H. **NonDiscrimination in Employment:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s.51.01(5), or national origin.
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	Dean / Director	Date
	Authorized Insitutional Approval	Date
Signature	Date	Dept Contact Name and Phone:

 WHEN CONTRACT IS COMPLETE: All services have been performed. The contract is complete and ready for payment.		
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