

Payment Request Short Form Guest Lecturer/Speaker/Performer/Artist

I. Guest Speaker Information – All information is required.

Guest Lecturer/Guest Speaker: A Guest Lecturer/Guest Speaker shall be defined as an individual distinguished in his or her field of specialization who shall visit TCNJ to either lecture or interact with students, faculty or staff. Payment for services shall be made utilizing an **Check Request Form, Invoice** and an **IRS W-9, Request for Taxpayer Identification Number & Certification.**

Guest Performer/Guest Artist: A Guest Performer/Guest Artist shall be defined as an individual distinguished in his or her field of specialization who shall visit TCNJ and either conduct performances or artistic classes. Payment for services shall be made utilizing an **Check Request Form, Invoice** and an **IRS W-9, Request for Taxpayer Identification Number & Certification.**

Name and Address of Contractor

Name and Address of TCNJ Department

Date of engagement: _____

Amount to be paid: _____

Entity	Acct	Fund	Org	Category	Program	Activity	Location	Amount

****Only use the POETAF columns below if the expense relates to a Grant or Project****

Project	Org	Exp Type	Task	Award	Fund Source	Amount

YES NO

1. Is the total payment, including travel expenses made on behalf of this individual, \$2,500.00 or more?
If yes, do NOT proceed with this form. Process the payment on an independent contractor agreement.
2. Is this a one-time, nonrecurring engagement?
If no, do NOT proceed with this form. Process the payment on either an independent contractor agreement or The applicable employment documents.
3. Is the recommended individual a current or former (during the past twelve months) employee of TCNJ?
If yes, do NOT proceed with this form. Process the payment on the applicable employment documents.
4. Is the recommended individual related to a TCNJ employee?
If yes, please contact the TCNJ Ethics Office at (609) 771-2734. Initial here after approved by Ethics Office: _____
5. Is the recommended individual a U.S. citizen or lawful permanent resident (green card holder)?
If no, go to II. Foreign Nationals.

II. Foreign Nationals

Foreign nationals may not be contracted, paid, or reimbursed without documentation substantiating the individual's

immigration status **prior to** the commencement of services. Payments to foreign national contractors are subject to 30% federal income tax withholding. All payments will be reported on Form 1042

III. Terms and Signatures

1. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Guest Speaker/Lecturer/Performer/Artist shall indemnify, defend, save and hold harmless The College of New Jersey, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Guest Speaker/Lecturer/Performer/Artist or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Guest Speaker/Lecturer/Performer/Artist to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified Guest Speaker/Lecturer/Performer/Artist from and against any and all claims. It is agreed that Guest Speaker/Lecturer/Performer/Artist shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Guest Speaker/Lecturer/Performer/Artist agrees to waive all rights of subrogation against The College of New Jersey, its officers, officials, agents and employees for losses arising from services performed by the Guest Speaker/Lecturer/Performer/Artist for The College of New Jersey.

2. Guest Speakers/Lecturers/Performers/Artists presently either debarred, suspended, declared ineligible, or voluntarily excluded from participation in this activity by any Federal department or agency should check here (Payment from federal funds is prohibited in such cases.)

3. This contract may be terminated at no cost to either party upon _____ DAYS ADVANCE WRITTEN NOTICE (30 days unless otherwise indicated).

4. Guest Speaker/Lecturer/Performer/Artist is an independent contractor and will pay all applicable state, local, and federal taxes associated with this agreement. This agreement is the complete and exclusive understanding of the parties. Time is of the essence in this agreement.

5. REQUIRED SIGNATURES (*unsigned forms will be returned to the department*):

_____ Independent Contractor (<i>print name</i>)	_____ Signature	_____ Date
_____ Dept Head/Project Director (<i>print name</i>)	_____ Signature	_____ Date
_____ Department/Project Name (<i>print name</i>)	_____ Room #	_____ Phone #
_____ Cabinet Member/Dean/Center Director (<i>print name</i>)	_____ Signature	_____ Date

If funded by grant funds:

_____ Office of the Treasurer (<i>print name</i>)	_____ Signature	_____ Date
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HR Use Only

- Request approved as an Independent Contractor
- Request does not meet the standard for payment as independent contractor. Department notified to contact Human Resources for the purpose of hiring service provider as an employee.

_____ Evaluator (print name)	_____ Signature	_____ Date
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