Academy Contracts Process
from Classification to Payment for Trainers

Presented by:
Sophia Batronie
Classification- Required Documents

1. Resume
2. Classification Survey
3. Photo/Video Release Form
4. Vendor Information Form - Mail or fax this back to address listed on the top of form.
5. Direct Deposit Authorization Agreement (Optional) - Mail or fax this back to address listed on the bottom of form. Setting up Direct Deposit may speed up the payment process.

*Note: Please DO NOT send 4 & 5 to Academy. The recipient will be different for 4 & 5 for proper process.
Classification Survey Form

Classification Survey

Please provide the following information:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contractor (LEGAL) Name:</td>
</tr>
<tr>
<td>2.</td>
<td>SDSU Red ID No - If no Red ID, or Vendor Information Form has not been completed in the last (2) years, complete and mail/fax Vendor Information Form to address on the form.</td>
</tr>
<tr>
<td>3.</td>
<td>Business Name:</td>
</tr>
<tr>
<td>4.</td>
<td>Business License No. (attach copy)</td>
</tr>
<tr>
<td>5.</td>
<td>Email Address:</td>
</tr>
<tr>
<td>6.</td>
<td>Phone:</td>
</tr>
<tr>
<td>7.</td>
<td>Address:</td>
</tr>
</tbody>
</table>

This survey is an 11-question survey. I will take your survey answers and fill out all the necessary paperwork so the SDSU Research Foundation can classify you appropriately.

1. What is your LEGAL name that you can cash checks under?
2. Do you train/consult for other organizations? If so, please list the organizations.
3. Do you have a business by which you train/consult for others?
4. If so, what is the name of your business?
5. If so, is your business a sole proprietorship, a partnership or a corporation?
6. Do you have a business license? If so, what is the number of your business license?
7. Do you have a professional designation? (i.e. PhD, LCSW, MFT, etc.)
8. If so, what is your professional license number?
9. If you have a professional license, is it free from disciplinary action?
10. Are you currently employed by SDSU, the SDSU Research Foundation, or any other California State University?
11. Have you, in the past 18 months, been employed by SDSU or the SDSU Research Foundation? If so, which?

Thank you.
Photo/Video Release Form

Academy for Professional Excellence - Photo/Video Release Form

I hereby give and forever grant to the Academy for Professional Excellence, its clients, advertising agency, licensees and producers/publishers of its training products and promotional materials and their successors and assigns, the right to use, publish and copyright my picture, portrait and likeness, in whole or part, including alterations, modifications, derivations and composites thereof, in multimedia and educational products (web, video, print, presentations, CD-ROM, DVD, etc.) throughout the world. This right shall include the right to combine my likeness with others and to alter my likeness, by digital means or otherwise, for the purposes set forth herein.

Images and likenesses released herein will be used for the purpose of supporting training programs for the Academy of Professional Excellence or other future programs, for the Academy of Professional Excellence. This training program will be presented on the Internet via the Academy for Professional Excellence’s Learning Management System (LMS) and be available to view by participants to the LMS and or Academy for Professional Excellence website.

I further grant the Academy for Professional Excellence, its legal representative and assigns irrevocable permission to publish my image (still photography or video) in any manner, including (but not limited to) publications and advertisements, video, online, etc.

I acknowledge that I am not being compensated for my participation in this project.

Signed: ________________________________

Printed Name: _______________________________

Date: ________________________________
**Vendor Information Form**

**SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION**

**VENDOR INFORMATION FORM**

(This form is required in order to do business with SDSURF and is used in lieu of IRS Form W-9)

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### General Business Information

- **Name of Business, Organization, or Name of Person:**
- **Trade Name:**
- **Mailing Address (if name and physical addresses are different, please provide on a separate sheet):**
- **City:**
- **State:**
- **Zip:**
- **Telephone:**
- **Fax:**

**Business License No/Obj.:**

**E-mail Address:**

**Do you accept credit cards?**

**If Sale Proprietor, Name of Owner:**

### Vendor Type/Residency Status

<table>
<thead>
<tr>
<th>Vendor Type/Residency Status</th>
<th>Vendor Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORPORATION</td>
<td>MEDICAL SERVICES (including dentistry, social, psychotherapy, optometry, etc.)</td>
</tr>
<tr>
<td>LIMITED LIABILITY COMPANY</td>
<td>SERVICES (non-medical)</td>
</tr>
<tr>
<td>PARTNERSHIP</td>
<td>EQUIPMENT/SUPPLIES</td>
</tr>
<tr>
<td>INDIVIDUAL SOLE PROPRIETOR</td>
<td>RENT</td>
</tr>
<tr>
<td>ESTATE OR TRUST</td>
<td>NON-EMPLOYEE COMPENSATION (including services, maintenance, construction, etc.)</td>
</tr>
<tr>
<td></td>
<td>INTEREST (except true withholding)</td>
</tr>
<tr>
<td></td>
<td>ROYALTIES</td>
</tr>
<tr>
<td></td>
<td>PRIZES AND AWARDS</td>
</tr>
<tr>
<td></td>
<td>LEGAL SETTLEMENT</td>
</tr>
<tr>
<td></td>
<td>OTHER (specify)</td>
</tr>
</tbody>
</table>

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**Business Classification - Refer to Business Classification Table for definitions (on page 4). Check all that apply:**

- [ ] Large Business (L)
- [ ] Small Business (S)
- [ ] Small Disadvantaged Owned Business (SDOB) (*)
- [ ] Small Woman Owned Business (SWOB) (*)
- [ ] Small Veteran Owned Business (SVOB) (*)
- [ ] Service Disabled Veteran Owned Business (SDVOB) (*)
- [ ] Historically Black College/University (HBC) (*)
- [ ] Minority Institutions (MI)
- [ ] HUBZone Underutilized Business (HUBZ)
- [ ] Foreign Owned Business (FOB)
- [ ] Other: __________

**Note:** (*) Include copy of certification(s).

### Debarment, Suspension, and Other Responsibility Matters

A. The vendor certifies that it and its principals:

1. Are not currently debarred, suspended, or proposed for debarment, declared ineligible, or convicted of a crime involving a violation of Federal, state, or local law that would exclude the vendor from participation in Federal programs or that would otherwise materially affect the vendor's ability to fulfill the requirements of the contract.

2. Have not within three years preceding the date of this certification been convicted of a crime involving fraud or obtaining false Government property.

3. Are not presently indicted or have not been charged with a criminal offense or have not been the subject of any lawsuit or pending investigation or proceeding.

4. Have not defaulted on any Federal, state, or local public assistance program.

5. Are not currently subject to Federal, state, or local suspension or debarment and are not presently debarred as a result of a failure to report all interest or dividends.

Where the vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this information item.

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**Substitute IRS Form W-9 Certification:**

Under penalties of perjury, I hereby certify that the taxpayer identification number shown on this form is correct, that I am not subject to backup withholding because ( ) I am exempt from backup withholding, or ( ) 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 ( ) the IRS has notified me that I am no longer subject to backup withholding as a result of a failure to report all interest or dividends, and I am a U.S. person (including a U.S. resident alien). Note: The IRS does not require you to certify to any provision of this document other than the certifications required to avoid backup withholding.

**SIGN HERE:**

**Signature of U.S. Person:**

**Date:**
7% Nonresident withholding
ACCOUNTS PAYABLE DIRECT DEPOSIT AUTHORIZATION AGREEMENT

I (we) hereby authorize SDSU Research Foundation to initiate credit entries (direct deposit) and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) Checking or Savings account indicated below and the depository institution named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

Name & Vendor Information

<table>
<thead>
<tr>
<th>Individual Name or Company Name:</th>
<th>SDSU Fed ID or Federal ID (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>E-Mail Address (notice of direct deposit will be sent here):</td>
<td>Company Contact Name (if applicable):</td>
</tr>
</tbody>
</table>

This authority is to remain in full force and effect until the research foundation has received written notification from me/us of its termination in such time and in such manner as to afford the research foundation and Depository a reasonable opportunity to act on it.

Banking Information

<table>
<thead>
<tr>
<th>Bank Depository Name:</th>
<th>Branch:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>State/Zip:</td>
</tr>
<tr>
<td>Routing Transit/ABA number:</td>
<td>Account number:</td>
</tr>
<tr>
<td>Checking</td>
<td>Savings</td>
</tr>
<tr>
<td>Branch Phone:</td>
<td></td>
</tr>
</tbody>
</table>

(For your convenience, a sample check is on the following page to assist you in locating your bank routing/transit number and your account number.)

Please attach account verification document (void check, member ID card) or Bank Statement to verify banking information.

Signature: __________________________ Date: __________

Protecting your information is important to SDSU Research Foundation.

This form can be faxed to this secure fax number: (619) 594-3177 or mailed to the following address: San Diego State University Research Foundation Attn: Accounts Payable - 4th Floor 5250 Campanile Drive San Diego, CA 92182-1944 Phone: (619) 594-5891 Note: please do not scan your personal information
Classification Types

- **Independent Contractor**: Sole proprietorship business, a professional license, or absent a formalized business or professional license.

- **Vendor**: Incorporated business.

- **Faculty**

* Trainer **MUST** be classified/re-classified to start contract process. Foundation requires Trainer to get classified yearly.
Contract Types

• **IC** (i.e. Payment Request): Independent Contract for single agreement

• **PO**: Purchase Order (i.e. Purchase Requisition) for vendors

• **MEGA** (i.e. Consultant Agreement): when IC trainer delivers service over a 3 month period or the total amount of training fees exceed $5,000, SDSURF requires the trainer to be put on a mega contract (IC agreement)
Independent Contractor Single Delivery / Vendor Contract Workflow

1. Trainers Classified
2. Contracts Created/ Sent Out by Contracts Analyst (cc: Coordinator)
3. Signed Contracts Returned to Contracts Analyst
4. SDSU Research Foundation
   - Approximately 30 Days
5. Payment Remitted by Foundation

**Reminder Emails (cc: TC)**
- + 10 business days

**Phone Calls/Emails**
- + 5 business days

*NOTE: Every Invoice MUST BE submitted to Contracts Analyst.*
*NOTE: Foundation starts their payment process since the day they get invoices.*
Guideline and instruction on how to complete your contract.

- Review items 1-5.
- Complete items 6-10.

<table>
<thead>
<tr>
<th>Item</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contractor (Legal Name): Jane D. SMITH</td>
</tr>
<tr>
<td>2</td>
<td>SDSU Rad ID No. - If no Rad ID, or Vendor Information Form has not been completed in the last (2) years, complete and attach Vendor Information Form.</td>
</tr>
<tr>
<td>3</td>
<td>Business Name:</td>
</tr>
<tr>
<td>4</td>
<td>Business License No. (attach copy):</td>
</tr>
<tr>
<td>5</td>
<td>Address Line 1: 123 Any Street</td>
</tr>
<tr>
<td></td>
<td>Address Line 2:</td>
</tr>
<tr>
<td></td>
<td>Address Line 3:</td>
</tr>
<tr>
<td></td>
<td>City: San Diego State: CA Zip Code: 92126-0000</td>
</tr>
</tbody>
</table>
| 6    | Have you been employed by SDSU Research Foundation (SDSURF) or the CSU System within the past 18 months?  
   If yes, please indicate where and when:  
   [ ] YES  [ ] NO |
| 7    | Are you or anyone employed by you directly or indirectly related to anyone who is either employed or working on the same project that you will be working on pursuant to this agreement?  
   If YES, please identify the name of the individual to whom you are related and how you are related:  
   [ ] YES  [ ] NO |
| 8    | Is payee a resident alien or U.S. citizen?  
   If NO, complete and attach the Foreign National Information Form, W-8, and other required documents.  
   If previously submitted, indicate date of submission to SDSURF:  
   [ ] YES  [ ] NO |
| 9    | Identify Contractor’s principal State of residence:  
   [ ] YES  [ ] NO |
| 10   | Will services for SDSURF be performed within CA?  
   If no, please identify state/country in which majority of work will be performed:  
   [ ] YES  [ ] NO |
| 11   | Performance Dates:  
   From: MON 05, 2016  
   To: MON 03, 2016 |
| 12   | Briefly describe the services to be performed and indicate any specifications that are required (if more space is needed, please attach additional pages):  
   Provide training on “Training Title” on 0000/00/00. Includes providing training materials, preparation and evaluation time. |
| 13   | Fee calculation:  
   $ 0,000.00  
   for the job OR  
   $  
   per  
   but not to exceed:  
   [ ] YES  [ ] NO |
| 14   | Payment will be made upon receipt of invoice:  
   At the completion of all services?  
   [ ] YES  [ ] NO  
   At the following designated intervals:  
   [ ] YES  [ ] NO |
Certification & Agreement of Independent Contractor: By signing this agreement, Contractor certifies that the above information is true and correct, and that Contractor acknowledges that Contractor has read, understood and agrees to the terms and conditions of this agreement that are set forth above, as well as to these terms and conditions set forth below and on the reverse side of this document. Contractor agrees to perform the services agreed to at the rate indicated above. Contractor also understands and warrants that Contractor is not an employee of SDSU Research Foundation, and that it is the intent of the parties to enter into a relationship of an independent contractor and principal. Nothing in this agreement shall be interpreted or construed to create or establish an employment relationship between SDSU Research Foundation and Contractor, Contractor’s employee or agent.

DATE: ________________________________ CONTRACTOR’S SIGNATURE: ________________________________

Check Box if independent Contractor is a consultant with a signed consulting agreement. In lieu of the Certification & Agreement above, with the Terms and Conditions on page 3, please attach a copy of the signed consulting agreement with the first payment to the Consultant.

ACCOUNTING DISTRIBUTION

<table>
<thead>
<tr>
<th>FUND</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000000</td>
<td>7710</td>
<td>0.0046.00</td>
</tr>
</tbody>
</table>

Total: $0.0033

A conflict of interest exists in any situation in which a person having official responsibilities for SDSU Research Foundation is empowered to make decisions or act on behalf of another employee or SDSP Research Foundation. Any conflicts that may arise must be disclosed fully and reviewed by the dean of the college. SDSU Research Foundation reserves the right to deny the selection of the individual as a Consultant if the conflict cannot be mitigated.

I certify that I will not receive any benefits, either directly or indirectly, from the Contractor named above.

Project Signature: __________________ Date: __________________

SDSU/SPF Signature: __________________ Date: __________________

Subsequent Payment Requests

Check Amount Requested: $ ________

Project Signature: __________________

SDSU/SPF Signature: __________________

I certify that the sum of this check request and all other prior payment does not exceed the original contract amount signed by the independent contractor or Consultant.

TERMS AND CONDITIONS ON PAGE 3

CHECK DISTRIBUTION

SDSP=EMERGENCY PICK UP ONLY

From: __________________ Date: __________________ By: __________________

Vendor ID Number: __________________ P.O. or G.E. Number: __________________

Vendor Invoice Date: __________________ Check Due Date: __________________

Vendor Invoice Number: (15 characters may only use once): __________________
SDSU RESEARCH FOUNDATION

TERMS AND CONDITIONS

1. Contractor understands and agrees that all services provided pursuant to the agreement, whether by Contractor or Contractor’s employees or agents, shall be provided on an independent contractor basis. Contractor shall retain the right to control the manner in which services are provided and shall not attempt to do so. SDSRF shall have no right to control the manner or to determine the method of providing services. SDSRF reserves the right to specify the results to be achieved under this agreement. No work act, commission, or omission by Contractor, Contractor’s employees or agents, or by any person employed by Contractor shall relieve Contractor, Contractor’s employees or agents of any liability that may be attributable to Contractor’s employees or agents.

2. Contractor shall make every effort to provide the highest quality services and materials to the satisfaction of SDSRF. Contractor shall enter into a written agreement with at least one contractor employee or agent to provide the services not performed by Contractor. SDSRF shall not be entitled to payment until Contractor has submitted an original itemized invoice and statement to SDSRF and all invoices have been paid in full. Contractor’s employment of any person employed by Contractor shall be subject to the terms of this agreement.

3. Contractor shall furnish and be solely responsible for all equipment and supplies that may be necessary to perform Contractor’s services under this agreement. Contractor shall be solely responsible for the proper maintenance and care of Contractor’s equipment, and Contractor shall immediately repair any defects in such equipment. Contractor agrees to indemnify and hold harmless SDSRF against any liability or loss that may be attributable to Contractor’s equipment.

4. The fee to be paid to Contractor for all services provided by Contractor or Contractor’s employees or agents pursuant to this agreement, CONTRACTOR SHALL NOT BE ENTITLED TO PAYMENT UNTIL CONTRACTOR HAS SUBMITTED AN ORIGINAL ITEMIZED INVOICE AND STATEMENT TO SDSRF CERTIFYING THAT ALL SERVICES DESCRIBED IN THE INVOICE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SDSRF shall not be liable to Contractor for any expense incurred by Contractor in conducting Contractor’s own business, or in providing services to SDSRF under this agreement, except as otherwise expressly approved in writing by SDSRF prior to incurring the expense.

5. Contractor may, at its own expense, employ assistants as Contractor, in its sole judgment, deems necessary to perform the services required by Contractor. SDSRF shall not have any authority to control, direct, or supervise Contractor’s assistants or employees. Any person employed by Contractor to assist Contractor in performing services for SDSRF shall be the employee of Contractor and shall be treated by Contractor as its own employee. Contractor is responsible for the payment of all compensation and expenses of such employees and for all state and federal income tax, unemployment insurance, social security workers’ compensation insurance, disability insurance, or other applicable taxes and payments and withholdings, if any. Proof of insurance coverage will be furnished by Contractor to SDSRF upon request.

6. Except for federal and California income tax that may be required to be withheld, Contractor agrees that it will be responsible for paying all taxes including, but not limited to, federal and state income taxes, social security taxes, unemployment insurance contributions, workers’ compensation insurance contributions, and/or as required by SDSRF. Contractor shall indemnify, defend, and hold harmless SDSRF, its agents, contractors, suppliers, and subcontractors against any liability or loss that may arise from any tax or any other tax or liability, or any other personal injury, property damage or any other claims against Contractor or Contractor’s employees.

7. Contractor represents and warrants that the services and services performed by Contractor in accordance with the terms of this agreement. Contractor agrees to indemnify, defend, and hold harmless SDSRF, the Trustees of the CSU, San Diego State University and SDSRF Research Foundation in accordance with the terms of the services, which are the subject of this agreement. Contractor agrees to indemnify, defend, and hold harmless SDSRF, the Trustees of the CSU, San Diego State University and SDSRF Research Foundation and their agents, contractors, suppliers and subcontractors against any liability or loss that may arise from any tax or any other tax or liability, or any other personal injury, property damage or any other claims against Contractor or Contractor’s employees.

8. Either party may terminate this Agreement at any time upon written notice (7) days written notice to the other. Alternatively, this Agreement shall automatically terminate upon the occurrence of any of the following events: (a) The termination of the agreement that makes it impossible or impractical for the business of SDSRF Research Foundation, as it relates to the services provided by Contractor to continue; (b) Contractor’s commission of an act of dishonesty; (c) SDURS violation of its obligations to pay; (d) an act of willful or malicious misrepresentation or misstatement; (e) Contractor’s failure to perform any of its obligations under this agreement; (f) a breach of any warranty or representation by Contractor; (g) any act of willful misconduct by Contractor; (h) a breach of this agreement by Contractor; or (i) any other act or omission by which in the opinion of SDSRF the Parties to this Agreement have rights to terminate this Agreement.

9. Contractor covenants and agrees to regard and preserve as confidential all proprietary information and trade secrets that may be obtained by Contractor in the course of Contractor’s performance under this agreement. Contractor shall not utilize such proprietary information or trade secrets for any purpose. Any report, survey, software, or other product developed by Contractor for the purpose of providing any services to Contractor is deemed the property of SDSRF Research Foundation and shall not be used or sold by Contractor unless authorized in writing by SDSRF Research Foundation. Breach of this agreement will result in a breach of this agreement and shall result in the loss of any damages incurred by SDSRF Research Foundation. Contractor further warrants that no materials produced by Contractor in accordance with the terms of this agreement shall be considered confidential or proprietary information.

10. Neither this agreement, nor any duties or obligations hereunder, shall be assignable to Contractor by Contractor in the absence of this agreement. Contractor shall not transfer any proprietary or trade secrets for any purpose. Any report, survey, software, or other product developed by Contractor in the course of Contractor’s performance under this agreement, shall not be used or sold by Contractor unless authorized in writing by SDSRF Research Foundation. Breach of this agreement will result in a breach of this agreement and shall result in the loss of any damages incurred by SDSRF Research Foundation. Contractor further warrants that no materials produced by Contractor in accordance with the terms of this agreement shall be considered confidential or proprietary information.

11. This document constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any other express or implied oral and written agreements between the parties. As it relates to this agreement, the parties mutually acknowledge that there are other oral agreements between the parties which may be relevant to the interpretation of this agreement, the amount of Contractor’s compensation or the duration of this agreement. This Agreement shall not be modified, extended, or supplemented in any manner, except by a subsequent written contract signed by both Contractor and SDSRF Research Foundation.

12. In executing this agreement, Contractor certifies that Contractor is not an employee of the Federal Government, and that Contractor shall not reserve dual compensation for the services provided under this agreement.

CONTRACTOR’S SIGNATURE:

Date:

Revised 03/2013
Page 1 of 3

PRIOR VERSIONS OF THIS FORM SHOULD NOT BE USED

- Sign & Date on Page 3.
Return completed & signed contracts

- **Mailing Address:** 6505 Alvarado Road, Suite 107, San Diego, California 92120 (Attn: Sophia Batronie)

- Documents **MUST** be physically signed by printing the documents and mailing them via U.S. Postal Service.
Invoice Requirements

• Invoice due upon completion of services.
• Contractor must submit invoice on a personal letterhead for payment to be issued.
• Please date your invoice AFTER the last training date.
• The invoice must include:
  • Your Name, Address, Phone Number
  • Date(s) of Training
  • Amount being Charged for Training
  • Location of Training
  • List Academy for Professional Excellence as Customer
• Additionally, the invoice must include the following clause: “By submitting this invoice, Contractor certifies that ALL SERVICES DESCRIBED IN THIS INVOICE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.”
### Name or Organization

Address Line 1  
Address Line 2  
Phone  
Email

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**INVOICE**

**Customer**  
Academy for Professional Excellence  
6505 Alvarado Road, Suite 107  
San Diego, CA  92120

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training Date(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location of Training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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By submitting this invoice, Contractor certifies that ALL SERVICES DESCRIBED IN THIS INVOICE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.
Questions?
THANK YOU

Sophia Batronie, Contracts Analyst (jbatronie@mail.sdsu.edu)
Jose Refuerzo, Contracts Analyst (jrefuerzo@mail.sdsu.edu)
Brittany Malowney, Contracts Manager (bmalowney@mail.sdsu.edu)