

# Employee/Independent Contractor Classification Checklist (EICCC)

The information below should be provided by the department and 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 necessary.

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

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

## Section 1: Relationship with the University (All questions in this section require a response.)

	YES	NO
1. Does the individual currently work for The University of Texas at Austin ("university") as a regular employee <sup>1</sup> ?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did the individual work as a regular and/or casual employee <sup>1</sup> of the university during the 12 months prior to the date of this contract?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has an offer of regular employment <sup>1</sup> been extended to the individual?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the individual a student of the university or a nonresident alien with a student or research scholar immigration status?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answer to all of these questions is "No," PROCEED to Section 2.*</i>		
<i>If the answer to any of these questions is "Yes," STOP. Check the Employee box in Section 3 below.*</i>		

## Section 2: Classification Guidelines (Complete only ONE of the following sections [A, B, or C], based on the services to be performed by the individual.)

	YES	NO
<b>A. Teacher/Lecturer/Instructor</b>		
1. Is the individual an invited guest lecturer (lectures in a seminar, colloquium, class, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the individual been at the university in this capacity fewer than four times in the past 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answers to questions 1 and 2 are "Yes," STOP. Check the Independent Contractor box in Section 3.</i>		
<i>If the answer to either question is "No," PROCEED.</i>		
3. Is the individual teaching a course for which the students can receive credit toward a university degree?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answer to question 3 is "Yes," STOP. Check the Employee box in Section 3.</i>		
<i>If the answer to question 3 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?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the university have any control over course materials that are used by the individual?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answer to question 4 is "Yes," AND the answer to question 5 is "No," STOP. Check the Independent Contractor box in Section 3; otherwise, check the Employee box.</i>		
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<b>B. Researcher (Responses require a combination of "Yes" and "No.")</b>		
1. Will the individual perform research under the supervision of a university professor or employee?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the individual serve in an advisory or consulting capacity for a university professor or employee?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answer to question 1 is "Yes," STOP. Check the Employee box in Section 3.</i>		
<i>If the answer to question 2 is "Yes," check the Independent Contractor box.</i>		
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<b>C. Individuals Not Covered Under Sections A or B</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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
<i>If the answer to question 1 is "Yes," AND the answer to questions 2 and 3 is "No," STOP. Check the Independent Contractor box in Section 3.</i>		
<i>If the answer to question 2 OR 3 is "Yes," check the Employee box in Section 3; otherwise, check the Independent Contractor box.</i>		

## Section 3: Classification and Method of Payment (Check only one.)

<input type="checkbox"/> <b>Employee Classification:</b> Process payment via Payroll Services on an OV7 document. <sup>2</sup>	<input type="checkbox"/> <b>Independent Contractor Classification:</b> Process payment via the Office of Accounting on a VP2 document. <sup>3</sup>
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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 Signature

<sup>1</sup> The term "regular employee" refers to an individual who has a job assignment through Human Resource Services (HRS) and works on a consistent basis, while the term "casual employee" refers to an individual who does not have an HRS job assignment, but provides services to the university on a short-term or sporadic basis. See Handbook of Business Procedures, Part 12.3.

<sup>2</sup> Submit the OV7, AIS, and EICCC to Payroll Services, MAI 134, G0200. The Payroll Services Employee Information Form, W-4, I-9, and GLACIER forms (for non-U.S. citizens) must be on file.

<sup>3</sup> Submit the VP2, AIS, and EICCC to the Office of Accounting, Independent Contractor Desk, MAI 132, K5300. The Payee Information Form (PIF) must be on file.

\* An individual providing a musical performance may be classified as an independent contractor and paid via a VP2 regardless of their current or former employee status with the university (unless they are an employee or student who is also a nonresident alien for tax purposes). Use object code 1341 (Performers Fees) and include documentation on the VP2 regarding the musical performance. STOP and check the Independent Contractor box in Section 3 if applicable.