


Please click on the button above and enter the number that is generated in this box 

CAL POLY POMONA FOUNDATION, INC.

"Quality Service Supporting Quality Education"

PAYMENT OF INDIVIDUAL SERVICES LESS THAN OR EQUAL TO \$5,000
(NOTE: THIS FORM CANNOT BE USED BY GRANT AND CONTRACT ACCOUNTS TO COMPENSATE UNIVERSITY/FOUNDATION EMPLOYEES PER COMPLIANCE REGULATION 2 CFR 200)



Foundation Account Number: _____ - _____ Date Pmt. Req'd. _____ Vendor Number: _____
(Project No.) and (Object No.) (Foundation Use Only)

Individual Name: _____
Address+ _____ Telephone #: _____
City, State, Zip _____

All dates services were performed (exact Dates): _____

Detailed description of services performed (required): _____

Total Amount Due: \$ _____ Less Out-of-State Withholding Tax \$(_____), Less Foreign Withholding Tax \$(_____)
Net Payment Amount \$ _____ (Foundation use only--if applicable) 190010-2232 190010-2236

Certification:
I certify that the services detailed above have been performed and are in compliance with the terms detailed above. In addition, the services performed benefited the educational mission of the CSU and meets the policy requirements of the Education Code Section 89904.6, Section 9, Policy on Expenditure of Funds for CSU Auxiliary Organizations.

Individual acknowledges they are an independent contractor, and with respect to solely these services, I understand that I will not become, as a result of this Agreement, an employee of the California State Polytechnic University Pomona or Cal Poly Pomona Foundation, Inc., (regardless of the fact that I may already be an employee of the University) because, I am not subject to control and direction of Cal Poly Pomona Foundation (Foundation) as to the details and means for accomplishing the results of the service detailed above. Individual so certifies that she/he is not an employee of the Federal Government or an employee of any other project sponsored by a Federal Agency, thereby not receiving dual compensation for the services provided herein.

Individual agrees to indemnify, defend, and save harmless Cal Poly Pomona Foundation, Inc., California State Polytechnic University, Pomona, State of California, Trustees of the California State University, and its officers, employees, volunteers, and agents from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of said services and from any and all claims and losses accruing or resulting to any person, firm or corporation was injured or damaged by the Individual in the performance of this agreement.

Any and all proprietary information disclosed to the Individual shall remain confidential and individual agrees it will not disclose or publish such information for a period of two (2) years following the payment of services relating to this agreement.

Consultant hereby acknowledges that Foundation is subject to the Richard McKee Transparency Act of 2011.

Individual shall not employ or use the name of Cal Poly Pomona Foundation, Inc. and/or California State Polytechnic University, Pomona in any promotional materials, advertising, or in any other manner without the prior written express permission of Cal Poly Pomona Foundation, Inc.

This agreement is acknowledged to have been made and shall be construed and interpreted in accordance with the laws of the State of California. In the event that a court of competent jurisdiction holds any provision of this agreement to be invalid, such holding shall have no effect on the remaining provisions of this agreement, and they shall continue in full force and effect.

Individual shall not utilize any information, not a matter of public record, which is received by him/her by reason of this agreement, for pecuniary gain not contemplated by the terms of this agreement, regardless of whether the Individual is or is not under contract at the time such gain is realized. The report survey or other product developed by the individual pursuant to this agreement is the property of Cal Poly Pomona Foundation, Inc. Breach of this provision will make the contract voidable at the Foundation's option, and the Individual shall be liable for any other damages incurred by the Foundation as the result of such breach.

Individual agrees that all services were performed in the State of California. Out-of-state Individuals understand that all payments in excess of \$1,500 are subject to State of California Out-of-State Withholding regulations.

Individual's Signature Date

Foundation Account Authorized Signer Date

Prepared By: Extension

Foundation Approved Signature Date

Revised 12-19-18

Additional approvals are required for Cal Poly Pomona faculty:

Manager/Director/Dean Date

University HR Date

Faculty Affairs Date