NDSU | PURCHASING
DIVISION OF FINANCE AND ADMINISTRATION

Contracted Services Agreement - Non-Resident Alien
Questions about this form? Please call 231-8954.

Documents/Forms required for payment of services within the United States:	Additional form required for payment of services regardless of where services are performed:
• Copy of I-94 Card 'Arrival and Departure Record' • Copy of Passport • Copy of Visa • Foreign National Information Form	• W-8BEN

1. I hereby certify to the following facts:

☐ The activities will last no longer than nine (9) days at this institution.

☐ The services are being conducted for the benefit of the institution; and

☐ I have not accepted honoraria (and incidental expenses in the case of a B-2 visitor) from more than 5 institutions or organization in the previous six (6) months.

Payment will not be remitted without completion of the Immigration Vetting for International Visitor Payment (FN) <u>Not</u> on NDSU Payroll form

2. This Agreement is entered into between North Dakota State University - _____

hereinafter referred to as "NDSU" and _____ hereinafter referred to as "Contractor".

3. Name and Address of North Dakota State University Contact Person:

Department Name: _____

Contact Name: _____

Phone Number: _____

Email: _____

4. Name and Address of Non-Resident Alien:

Individual's Name: _____

Address: _____

Country: (do not abbreviate) _____

Phone Number: _____

Email: _____

5. Services: The services the Contractor agrees to provide are:

6. Is this service being performed within the United States?   ◯ Yes   ◯ No

Effective Date and Duration: This contract shall be for the period of _____ through _____

7. Compensation: NDSU agrees to pay the Contractor as follows:

Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources for services performed in the U.S.. This tax is imposed on the gross amount paid and is generally collected by withholding under IRS section 1441 or 1442 on that amount. It is the University's responsibility to withhold tax. In some cases a reduced rate or exemption from withholding due to a tax treaty, may be allowed for individuals only.

8. Relationship of the Parties: It is mutually agreed the Contractor is an independent contractor and not an employee of NDSU for purposes of this agreement. It is understood that the Contractor is not subject to the supervision and control of NDSU. No agency, employment or partnership is created by this Agreement. Each of the parties will be solely and entirely responsible for its own acts and/ or the acts of its employees or agents. No benefits provided by NDSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

9. Disclosure: "NDSU has an obligation to make information available to the campus on where to get information about Registered Sex Offenders who are working on NDSU property. You are obligated to inform NDSU Campus Police, in advance of any of your employees being on NDSU property, of any such employee who is a Registered Sex Offender. This obligation includes property owned or controlled by NDSU that is at locations other than the main campus (for example, the Equine Center, Downtown Campus, Research Extension Centers, etc.)."

10. Materials: No products or building materials used as a temporary or permanent element in the construction of a building will be allowed which have any form of asbestos containing material. Contractors shall be responsible to monitor shop drawings and product literature to verify the make-up of materials to be used in the building, and to remind material suppliers that their products must not contain asbestos. Contractors shall notify the NDSU Project Manager and the Project Architect/Engineer (if applicable) immediately of any materials which are suspected of containing asbestos, and shall not disturb or attempt to abate any asbestos containing materials.

11. Release/Waiver: I, hereby voluntarily waive any actions, demand, or claims against the State of North Dakota,North Dakota University, or any of its officers or employees, that may result from any personal injury to me me or damage to personal property occurring during such time that I perform services for the University.. I also certify that I have health insurance coverage (or am covered under Medicare or Medicaid), and that my status will be as an independent contractor and not as an employee, and that I acknowledge that I am not entitled to any employment compensation, including pay, Workers Compensation coverage or any other benefits.

12. Non-discrimination: The Contractor agrees that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of age, color, physical or mental disability, pregnancy, gender expression/identity, genetic information, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, or status as a U.S. Veteran.

13. Termination: This Agreement may be terminated at any time upon the written mutual consent of the parties. Either party may terminate or suspend performance of this Agreement for failure of the other party to perform any of the services, duties or conditions contained in this Agreement after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days.

14. Venue: This Agreement will be controlled and interpreted according to the laws of the State of North Dakota. Venue for any actions arising from this Agreement shall be in Cass County, State of North Dakota.

15. Execution:

_____	_____	_____
Contractor Signature	Date	Print Contractor Name
_____	_____	_____
Dept Authorized Signature	Date	Print Dept Authorized Name
_____	_____	Stacey Winter
NDSU Director of Purchasing Signature	Date	NDSU Director of Purchasing Name