

This Agreement is entered into between North Dakota State University - _____
hereinafter referred to as "NDSU" and _____ hereinafter referred to as "Contractor".

Name and Address of Contractor Contact Person:

Company Name: _____

Contact Name: _____

Address: _____
Street Address City State Zip

Phone Number: _____

Is Contractor a current NDSU Employee? Yes No

If yes, all NDSU employees must be paid through the HR/Payroll System. Please see *Relationship of the Parties* section below. (Contracted Services Agreements cannot be used for employees.)

Is Contractor a past NDSU Employee? Yes No If yes, list last date of employment: _____

Services: The services the Contractor agrees to provide are: *(describe services)*

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.

Contracted Services Agreement - Short Form
North Dakota State University

Effective Date and Duration: The Contractor shall commence performance on _____
and shall complete performance to the satisfaction of NDSU no later than _____.

Compensation: NDSU agrees to pay the Contractor \$ _____ as a flat rate for the services performed.

Certification: Acceptance of this contract constitutes certification that the Recipient is not proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

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.

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.)."

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 material.

Release/Waiver: I, hereby voluntarily waive any actions, demands, or claims against the State of North Dakota, North Dakota State University, or any of its officers or employees, that may result from any personal injury to 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.

Parking Regulations:

Vendors, Contractors and Service Providers: Vendors, contractors, consultants, and service providers may be eligible to purchase an annual vendor permit for the academic school year by submitting an application to NDSU Parking and Transportation Services. Annual vendor permits are not allowed in: no parking zones, fire lanes, sidewalks, state fleet lot, and reserved spaces. Vendors who perform services to University buildings and property, in easily recognizable service vehicles painted with a "branded/logo signature" or an appropriately sized magnetic or attached sign, are allowed to park in a reasonable manner on campus. Contractors working on designated projects may be assigned to a specific lot or area. For more information: <http://www.ndsu.edu/parking/parkingregulations/>

Execution:

Contractor Signature Date

Print Contractor Name

Are you a U.S. citizen, U.S. national, or a permanent resident of the United States? Yes No

Are you a current or past NDSU Employee? Yes No

If yes, please see *Relationship of the Parties* section above.

Dept Authorized Signature Date

Print Dept Authorized Signature Name

NDSU Director of Purchasing Signature Date

Print Director of Purchasing Name

Please print this form.
Route this form to:
Purchasing
17 Old Main
Phone: (701) 231-8954
Fax: (701) 231-7050