This Agreement is between North Dakota State University (NDSU) and an INDIVIDUAL.

1. Name and Address of Independent Contractor:

Name: _____

Address: _____

      Street Address   City   State   Zip

Phone Number: _____ Email: _____

2. Initial Questions:

a. Is this individual a former employee who will be working in a substantially similar capacity as in prior employment at NDSU?
○ Yes - Stop and pay as an employee   ○ No - Proceed with remainder of questions

b. Will this individual be performing services, similar to services performed (currently, or in the past) by any other NDSU employees?
○ Yes - Stop and pay as an employee   ○ No - Proceed with remainder of questions

c. Will the worker be paid for time worked or a flat fee for the job guaranteed?
○ Paid for Time Worked - Stop and pay as an employee   ○ Flat Fee - Proceed with remainder of questions

3. Is Contractor a current NDSU Employee? ○ Yes   ○ No

If yes, all NDSU employees must by paid through the 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: _____ Empl ID#: _____

4. 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 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.

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

Department Name: _____

Contact Name: _____

Phone Number: _____ Email: _____

_____   _____

Dept Authorized Signature   Date   Print Dept Authorized Signature Name

If Purchasing Approval is not received prior to work being done, the employee making this request is financially responsible.

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

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

8. 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.

9. Services: The services the Contractor agrees to provide are: (Describe services)

10. 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/identify, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or status as a U.S. Veteran.

11. 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.)."

12. Materials:

No products or building material 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 which are suspected of containing asbestos and shall not disturb or attempt to abate any asbestos containing materials.

13. 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.

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by its negligent or wrongful acts or omissions or those of its employees acting within the scope of their employment. The tort liability of the UNIVERSITY shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein.

19. 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 if any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

20.

As an Independent Contractor, you shall be responsible for the payment of any taxes due on any monies received.

21.

Each party represents and warrants to the other party that it has full right and power to enter into this agreement.

22.

This agreement is government by and construed in accordance with the laws of the State of North Dakota.

23. Execution

Contractor   **North Dakota State University**

_____   _____
Contractor Signature   NDSU Director of Purchasing Signature

_____ _____   _____ _____
Contractor Name   Date   Director of Purchasing Name   Date