

MICHIGAN STATE UNIVERSITY

NON-RESIDENT ALIEN PROFESSIONAL PERSONAL SERVICES CONTRACT (This Contract form should be completed before work commences)

Michigan State University (referred to in the Contract as University) enters into a binding agreement with:

Contractor: _____ Phone No.: _____

Address (home address, if individual): _____

City: _____ State: _____ Zip Code: _____

U.S. Citizen: Yes No If No, Country of Citizenship: _____ and Residence: _____

If No, are you a non-resident alien? _____ Visa Type _____ Resident alien? _____

Incorporated: Yes No If Yes, Profit Nonprofit . If No, pick type of business _____ and give name of Partner or Sole Proprietor, if different from Contractor above: _____

U.S. Social Security Number or U.S. Federal Employer Identification Number: _____

Subject to backup withholding: Yes No

REPORTING PURPOSES ONLY COPY TO PURCHASING WHEN CONTRACT IS WITH WOMAN/MINORITY-OWNED VENDOR (EVEN IF < OR = \$10,000).
51% Ownerships:

NATURE OF SERVICES TO BE RENDERED:

PERFORMED AT (LOCATION):

PERFORMANCE SCHEDULE:

Starting date: _____ Ending date: _____ Total hours: _____

COMPENSATION INFORMATION:

Account(s) to be charged: _____ Payment terms: _____

Rate of Pay: (indicate hourly, daily, total project, etc.) \$ _____

Services shall not exceed: \$ _____ Expenses shall not exceed: \$ _____

Nature of Expenses: _____

DEPARTMENTAL CONTACT PERSON:

The Contractor should communicate with the following departmental representative regarding this contract:

Name: _____ Phone No.: _____

Address: _____

The Department's responsibility for supporting the performance of services is limited to the following: _____

CONDITIONS AND ROUTING PROCEDURE:

1. **INDEPENDENT CONTRACTOR.** The Contractor will act as an independent contractor under this Contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University due to this Contract. The Contractor will provide the services and achieve the results specified by the University free from the direction or control of the University as to means and methods of performance.
2. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or it's territories, the Contractor agrees that proof of visa status (I94 Form) documenting authorization to receive payment for work performed along with a U.S social security number will be provided to the University prior to payment by the University.
3. **ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the State of Michigan, or the Comptroller General of the United States or their authorized representatives.
4. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the University. The University hereby grants to Contractor a non-exclusive royalty-free right and license to use for the Contractor's internal non-commercial research and development activities all unpublished data, know-how, materials and unpatented inventions or discoveries arising from this contract.
(Continued on next page...)

Complete this section when processing payments for partial performance of services

	Current Payment (A)	Prior Payment(s) B	Total Payments (A + B)
Personal Services	\$ _____	_____	\$ _____
Expenses	_____	_____	_____
Total	\$ _____	_____	\$ _____

This is a Renewal Yes No

5. **TERMINATION.** Either the University or the Contractor may terminate its obligations under this Contract by giving the other party prior written notice of such termination, specifying the intended date of termination; provided, however, that upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
6. **UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Office of the Provost for academic employees or from the Assistant Vice President for Human Resources for non-academic employees
7. **CONFIDENTIAL INFORMATION.** The Contractor shall not publish or otherwise disclose, except to the University and except matters of public record, any information or data obtained in the course of performance of this Contract from private individuals, organizations, or public agencies, in a publication by which the information or data furnished by any particular person or establishment can be identified, except with the written consent of such person or establishment.
8. **ACKNOWLEDGMENT OF SPONSORSHIP.** The Contractor agrees that in any publication acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement: "This work was performed under the sponsorship of THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY and (insert any other sponsor). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement, "Reproduction of this article, with the customary credit to the source, is permitted." Shall be added. With the exception of acknowledging sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the University.
9. **CONFLICT OF INTEREST.** The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform the University regarding possible conflict of interest which may arise as a result of such change.
10. **TOTAL AGREEMENT.** This Contract contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties reduced to writing and signed.
11. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without the prior written consent of the University.
12. **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold the University harmless from any charge, fine, penalty, or judgment arising out of, or in any way resulting from, the Contractor's performance under this Contract, and should the University be required to make payments or incur costs of defense (including reasonable attorney fees) for any such reason, the Contractor shall fully reimburse the University. The obligations of the Contractor under this paragraph 12 shall survive any termination of this Contract or completion of the Contractor's performance under this Contract.

CONTRACTOR ACCEPTANCE:

I agree to the terms above and on the first page of this Contract. The amount of the charges for services under this Contract does not exceed my normal and customary rate. I certify that the Social Security Number or Federal Employer Identification Number on the first page of this Contract is correct and I am not subject to backup withholding unless otherwise noted. **I am not a current University employee or enrolled as an MSU student.**

Signature: _____ Date: _____

MICHIGAN STATE UNIVERSITY ACCEPTANCE:

The service to be provided is necessary, the cost for the service is reasonable, and the service cannot now be provided by current University employees. The department has retained documentation of the reasonableness of the cost and the selection process employed to secure the most qualified contractor available for contracts of \$10,000 or less. Documentation of same is attached for all contracts for amounts greater than \$10,000.

Signature: _____ Date: _____

Authorized signer for account to be charged (also responsible for attaching documentation of bidding procedures followed or sole source justification).

Signature: _____ Date: _____

Dean or Vice President or designate

Signature: _____ Date: _____

Contract and Grant approval, if charging accounts 61-0000 to 61-9999.

Signature: _____ Date: _____

Purchasing Department for contracts greater than \$10,000. (See section 76 of the Manual of Business Procedures for guidance).

Procedure for routing of Contract

The Contract form should be completed before work commences.

1. Originating department for Contractor's signature and authorized signer for account to be charged.
2. Appropriate Dean or Vice President, if required.
3. Contract and Grant Administration, if charging accounts 61-0000 to 61-9999.
4. Purchasing Department, if required (see section 76 of the University's Manual of Business Procedures for guidance).
5. Originating department, maintain until completion of services.
6. At completion of services (or for each partial payment), originating department acknowledges performance, forwards original contract with the Direct Payment Voucher (for partial payments send original contract with the first payment and copies thereafter), original travel receipts, Contractor's signed invoice and other documentation, to Voucher Processing in the Controller's Office for payment.

Copy Distribution:

- Original to Voucher Processing
- Copy to Originating Department
- Copy to Contractor
- Copy to Purchasing when contract is with Woman/
Minority-owned vendor (even if < or = \$10,000).

Please refer to Section 76 of the Manual of Business Procedures for specific procedures on determining employee versus independent contractor status and processing of payments. Contact the Voucher Processing Department (3-4882) to determine proper payment procedure of nonresident alien Contractors and available tax treaty provisions.