

# Nonresident Alien Professional Services Contract



(This Contract form should be completed before work commences.)

*For more information on NRA Payments, please refer to section 77 of the Manual of Business Procedures.*

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

<b>Business Name/Authorized Contractor:</b>		<b>DO NOT post Social Security or Tax ID numbers to this Contract.</b>	
<b>Individual Name or Primary Business Partner:</b>		<b>E-Mail:</b>	<b>Phone:</b>
<b>Address:</b>		<b>City:</b>	<b>Country of Citizenship:</b>
<b>State or Province:</b>		<b>Postal Code:</b>	<b>Country of Residence:</b>
<b>Total Amount for Services:</b>		<b>Rate of Pay:</b> <i>(hourly, daily or other)</i>	<b>Visa Type:</b> <i>(if applicable)</i>
<b>Begin Date:</b>	<b>End Date:</b>	<b>Description of Services:</b> <i>(engagements greater than \$15,000 need sole source documentation)</i>	
<b>Location Where Services Will Be Provided:</b> <i>(including country)</i>			
<b>Begin Date:</b>	<b>End Date:</b>	<b>Description of Services:</b> <i>(engagements greater than \$15,000 need sole source documentation)</i>	
<b>Location Where Services Will Be Provided:</b> <i>(including country)</i>			
<b>Total Amount for Expenses:</b>		<b>Nature of Expenses:</b>	
		<b>Department's Responsibility to Support Services:</b>	
<input type="checkbox"/> Paid through MSU Travel Office			

# Nonresident Alien Professional Services Contract

## 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 its territories, the Contractor agrees that proof of visa status (I-94 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.
- 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 nonacademic 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.

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## 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 am not a current University employee or enrolled as an MSU student.**

<b>Contractor Signature:</b>	<b>Date:</b>
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## Nonresident Alien Professional Services Contract

<b>MSU Department Name:</b>		
<b>Contact Name:</b>	<b>Phone:</b>	<b>E-Mail:</b>
<b>Department Address:</b>		
<b>Michigan State University Acceptance:</b> 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 \$15,000 or less. Documentation is attached for all contracts for amounts greater than \$15,000.		
<b>Department Authorized Signature:</b>		<b>Date:</b>
<b>Contracts and Grants Approval:</b> <i>(if applicable)</i>		<b>Date:</b>
<b>Dean, Vice President or Designate Signature:</b> <i>(\$10,000 or greater)</i>		<b>Date:</b>
<b>Purchasing Signature:</b> <i>(\$15,000 or greater)</i>		<b>Date:</b>

The Contract form should be completed, including signatures before work commences.

Procedure for signature requirements on contract:

1. Contractor and authorized signer for the account to be charged.
2. Contract and Grant Administration if charging an RC account.
3. Dean, Vice President or Designate if the contract is greater than \$10,000.
4. Purchasing Department approval is required if the contract is greater than \$15,000.
5. The Originating department should maintain the original contract.

Please refer to Section 77 of the Manual of Business Procedures for specific procedures on determining independent contractor status and processing payments. Please contact Accounting (517-355-5000) with any questions.