

Foreign Entity Information Request

SECTION 1: BUSINESS ACTIVITY

Departmental Contact _____

Vendor Number _____

Vendor Name: _____

The vendor will be receiving payments for the following activities (please select all that apply):

Purchase of goods (*see instructions*)

Publishing fees and/or subscription to journal

Equipment rental

Location where rented equipment was used: _____

Services (*see instructions*)

Location where services were performed: _____

Patent royalty

Copyright royalty - (film, music, artwork, etc.)

Software license purchase - [GO to section 2](#)

Support and maintenance - [GO to section 3](#)

Other: Please describe: _____

Unless otherwise directed above, please [GO to section 4](#)

SECTION 2: SOFTWARE LICENSES

1. What is the name of the software? _____

2. Where will the software be used? (i.e. at WU, in the US, abroad, etc) _____

3. Will this software be downloaded onto a Washington University server or computer? Yes No
If no, where is the server that houses the software located? _____

4. What is the term of the software license? From: _____ To: _____ Indefinite
If you marked 'Indefinite', then leave the remaining questions blank and [GO to section 4](#).

5. Does this software license strictly provide you access to an online database owned and maintained by the vendor? Yes No
If you marked 'Yes', then leave the remaining questions blank and [GO to section 4](#).

Please review and retain for your records the user license agreement associated to the software license, then answer the following questions:

6. Does the license agreement provide WU the right to make copies of the computer program for purposes of distribution to the public by sale, rental, lease, or lending? Yes No

7. Does the license agreement provide WU the right to copy or alter the source code of the computer program (ex. to prepare a derivative computer program)? Yes No

8. Does the license agreement provide WU the right to make a public performance or to publically display the computer program? Yes No

[GO to section 4](#)

SECTION 3: SUPPORT AND MAINTENANCE CONTRACTS

1. What kind of property is the maintenance contract related to (i.e. lab equipment, software, etc)? _____

2. Are all maintenance and support services provided over the telephone and internet? Yes No

(a) If no, when and how often do vendor representatives provide on-site services? _____

(b) What type of services are provided on-site? _____

(c) What period does the current maintenance contract cover? From: _____ To: _____

[GO to section 4](#)

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INSTRUCTIONS AND DEFINITIONS

Section 1: Business Activity - to be completed by department

Purchase of goods - such as office supplies, lab or medical supplies, books, journals, equipment, etc.

Services - such as lab/medical services, equipment repair, consulting fees, speaker fees, transcription services, legal/professional fees, computer programming, etc.

Section 2: Software Licenses - to be completed by department and/or vendor

Question 3: Software transactions can take many different forms - one of which is "software as a service". This typically occurs when a user simply accesses a vendor's software via user name and password to website. In this type of transaction there will be no copies of the software program downloaded onto a WU computer or server. In these transactions, it is important that you provide the location of the server that houses the vendor's software so we can ensure proper taxation and reporting of the transaction, if applicable.

Question 4: License term: A software license may be useable for a limited period of time (i.e. 1 year, 2 years, 5 years, etc) or it may be useable for an indefinite length of time. If there is no end date specified, this may be called a "perpetual" license. Please indicate the term length of the license in the space provided.

Questions 6 through 8: Copyright rights: The answers to these questions can be found in the user license agreement for the software license. Please review the agreement, then answer questions 6 through 8. If you cannot determine the answers based on the agreement, please contact the vendor to confirm the rights provided under the agreement.

Important Note: *The department is required to retain a copy of the user license agreement in their records. Upon audit inspection, the department may be asked to provide a copy of the agreement to support the classification of the transaction.*

Section 3: Support and Maintenance Contracts - to be completed by department and/or vendor

Support and Maintenance Contracts - exist between the University and a vendor to provide assistance with day to day issues, troubleshooting, or fixing bugs within a piece of equipment or software. This may or may not include small changes to the source code of the software. This may also include coverage for small updates and upgrades to the equipment or software. These services can be provided over the phone and internet, in person by a representative from the vendor, or a combination of both.

Section 4: Substitute Form W-8BEN-E - to be completed by vendor

The form W-8BEN-E is used for two distinct purposes: (1) to certify an entity's status as a foreign entity not subject to US tax (Part I) and (2) to claim tax treaty benefits on transactions that are subject to US tax (Part II).

Part I: Identification of Beneficial Owner

Beneficial owner - the person or entity that is required under US tax law to report the income on a tax return. This is usually the vendor; however, a person or entity is not a beneficial owner if the income is received as an agent, custodian, or if the income passes through the entity up to a parent company. The final owner of the income should be entered as the name of the beneficial owner.

Chapter 3 Status - identifies how the entity is classified under US tax law. Please choose the applicable entity type. The default classification is corporation, unless the entity is recognized as a different type by the US taxing authority.

Hybrid entity - This is a rare circumstance. A hybrid entity is an entity that is treated as fiscally transparent (or as a passthrough that is not the beneficial owner of income) for purposes of declaring a status under the Internal Revenue Code, but is not treated as fiscally transparent under the laws of a country with which the United States has an income tax treaty. Please refer to the W-8BEN-E instructions at www.irs.gov for more detailed information regarding this type of entity.

Part II: Claim of Tax Treaty Benefits

All transactions with foreign vendors that are subject to US tax are subject to 30% withholding unless a treaty benefit applies. To claim a treaty benefit, the vendor must provide a Taxpayer Identification Number in Part I and complete Part II. If the vendor is receiving taxable US sourced income, the vendor must provide a complete and valid treaty claim in order to be eligible to receive treaty benefits to reduce the tax withholding rate to a rate lower than the required 30%.

Question 1: Enter the name of the country under whose laws you are organized.

Question 2: Most tax treaties contain articles limiting the types of entities that can claim treaty benefits. Please see Tax Treaty Table 4 at www.irs.gov for a list of treaties that contain this limitation on benefits article. Please consult the form W-8BEN-E instructions for more detailed descriptions of the limitation on benefits tests. The most common limitations are the base erosion and ownership test or the active trade/business test. However, these are not the only options, so please consult your tax advisor if you are unsure. If the income tax treaty under which the vendor is claiming treaty benefits includes a limitation on benefits article, the vendor must check the type of provision that the vendor meets to be eligible to claim treaty benefits.

Question 3: Most tax treaty articles include additional conditions that must be met in order to qualify for treaty benefits. Question 3 is where you must state that these additional conditions have been met. For example, most business profits articles require that the entity claiming treaty benefits not have permanent establishment in the US. Additionally, entities claiming treaty benefits on royalties when the treaty contains different rates of withholding for different types of royalties should use question 3 to indicate which type of royalty applies to the transaction. For additional detail, please consult the form W-8BEN-E instructions available at www.irs.gov. Question 3 must be completed when the entity is required to meet additional conditions to claim treaty benefits.

More detailed instructions for completing the W-8BEN-E may be found on the IRS website: www.irs.gov