



EXTRATERRITORIAL RECIPROCITY AGREEMENT BETWEEN
THE WORKMEN'S COMPENSATION BUREAU OF THE STATE OF
NORTH DAKOTA AND THE WORKMEN'S COMPENSATION DEPARTMENT
OF THE STATE OF WYOMING

WHEREAS, the Workmen's Compensation Law of the State of North Dakota authorizes the North Dakota Workmen's Compensation Bureau to enter into agreements of reciprocity for workmen's compensation purposes with other states; and

WHEREAS, the Workmen's Compensation Law of the State of Wyoming authorizes the Workmen's Compensation Department to enter into agreements of reciprocity for workmen's compensation purposes with other states; and

WHEREAS, the employers who conduct operations in the State of North Dakota are required, on occasion, to have North Dakota employees employed or performing services in the State of Wyoming; and

WHEREAS, the employers who conduct operations in the State of Wyoming are required, on occasion, to have Wyoming employees employed or performing services in the State of North Dakota; and

WHEREAS, the Workmen's Compensation Bureau of the State of North Dakota and the Workmen's Compensation Department of the State of Wyoming are desirous of entering into an agreement whereby the employers and workmen of each of the respective states may continue to be entitled to the protection and benefits provided by the Workmen's Compensation Laws of their respective home states;

IT IS HEREBY AGREED that, for the purpose of this agreement of reciprocity, a North Dakota employer is an employer domiciled in the State of North Dakota, and a Wyoming employer is an employer domiciled in the State of Wyoming.

IT IS FURTHER AGREED that, for the purpose of this agreement of reciprocity, a North Dakota employee is a person

hired to work in the State of North Dakota, and a Wyoming employee is a person hired to work in the State of Wyoming.

IT IS FURTHER AGREED BETWEEN the Workmen's Compensation Bureau of the State of North Dakota and the Workmen's Compensation Department of the State of Wyoming:

That the Workmen's Compensation Bureau of the State of North Dakota, in keeping with the provisions of the North Dakota Workmen's Compensation Law, will provide protection for any North Dakota employer under its jurisdiction and benefits to any of his North Dakota employees who may be injured in the course of employment while working temporarily in the State of Wyoming. In the event of injury to one of these employees, his exclusive remedy would be that provided by the Workmen's Compensation Law of the State of North Dakota;

That the Workmen's Compensation Department of the State of Wyoming, in keeping with the provisions of the Wyoming Workmen's Compensation Law, will provide protection for any Wyoming employer under his jurisdiction and benefits to any of his Wyoming employees who may be injured in the course of employment while working temporarily in the state of North Dakota. In the event of injury to one of these employees, his exclusive remedy would be that provided by the Workmen's Compensation Law of the State of Wyoming;

That the Workmen's Compensation Bureau of the State of North Dakota, will upon request and on behalf of the North Dakota employer, issue a certificate of extrater-

ritorial coverage for a period not to exceed six months to the Workmen's Compensation Department of the State of Wyoming, and that the Workmen's Compensation Department of the State of Wyoming will, upon request and on behalf of the Wyoming employer, issue a certificate of extraterritorial coverage for a period not to exceed six months to the Workmen's Compensation Bureau of the State of North Dakota;

That these certificates of extraterritorial coverage shall be issued, or canceled, at the discretion of the North Dakota Workmen's Compensation Bureau or the Wyoming Workmen's Compensation Department;

That the North Dakota employer while performing work in the State of Wyoming will be subject to the safety codes of the State of Wyoming, and that the Wyoming employer while performing work in the State of North Dakota will be subject to the safety codes of the State of North Dakota.

IT IS MUTUALLY UNDERSTOOD that this agreement will not apply to Wyoming employees of the North Dakota employer while working in the State of Wyoming nor to the North Dakota employees of the Wyoming employer working in the State of North Dakota.

IT IS ALSO MUTUALLY UNDERSTOOD that premium payments on the earnings of North Dakota employees while working in the State of Wyoming will be made to the Workmen's Compensation Bureau of the State of North Dakota, and that premium payments on the earnings of Wyoming employees while working in the State of North Dakota will be made to the Wyoming Workmen's Compensation Department.

IT IS FURTHER AGREED that this agreement of extra-territorial reciprocity shall become effective on the 6th day of January, 1969, and further that this agreement shall remain in full force and effect until superseded or modified by the parties to this agreement.

Signed this 6th day of January, 1969, at Bismarck, North Dakota.

NORTH DAKOTA WORKMEN'S COMPENSATION BUREAU

Agnes Geelan
Agnes Geelan, Chairman

Quentin Retterath
Quentin Retterath, Commissioner

Bronald Thompson
Bronald Thompson, Commissioner



Signed this 6th day of January, 1969, at Bismarck, North Dakota.

David L. Larson
David L. Larson

WYOMING WORKMEN'S COMPENSATION DEPARTMENT

Kirk F. Jensen
Kirk F. Jensen, Director

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 2^d day of December, 1968 before me personally appeared Kirk F. Jensen to me known to be the duly qualified and acting director of the Wyoming Workmen's Compensation Department who before me executed the fore-going as the true act and deed of said Workmen's Compensation Department.

David A. Fry
Notary Public

My commission expires: