



Wayne State University
Detroit, MI 48202

Instructions:

1. Use for non-employee services by individuals ONLY (not for corporations, partnerships, companies, etc.)
2. Do NOT use for honorariums or stipends.
3. Refer to APPM section 1.3.5.2 and Executive Order 85-1 for clarification.

Personal Services Contract

SC 7238

Project Name:

Contract No.

W.S.U. Account No.

The Board of Governors of Wayne State University (hereinafter referred to as University) hereby retains;

Consultant Name (Last, First, Middle Initial)

Social Security No.

Skewes, Curtis

Home Address (Street, City, State, Zip Code)

Employer I.D. No.

31100 Stafford, Beverly Hills, MI 48025

To furnish certain consulting services upon the following terms and conditions:

I. Character and Extent of Service

A. Consultant will perform the following services:

(Attach additional pages if necessary. For grants or contracts, state relevance of services to the grant project.)
Create a Website designed to reach external DALNET markets, internal staff and provide a portal to South East Michigan resources. Website will include up to 60 screens maximum.

B. The Consultant is required to prepare and submit the following reports:

(If no reports are required, indicate "none.")

1. Website design - 2 weeks after service begins;
2. Beta version of Website
3. Final version of Website

C. Consultant's services hereunder are to assist University in the following project:

Services are to assist the Detroit Area Library Network (DALNET), for which WSU is the fiscal agent, with the project to re-design its Website for improved marketing, communication, and delivery of Web based services and information.

II. Consultant's Qualifications

Consultant's special qualifications (including present or last place of employment, rank, and title) to render these services include:

Currently employed by the Detroit Institute of Arts Research Library in the position of Webmaster.

III. Period of Service and Termination

A. The period of service hereunder shall be from Nov. 13, 2000 through Jan. 31, 2001

B. The University may terminate this Contract at any time by giving the Consultant written notice of such action.

C. The Consultant may terminate this Contract by giving the university thirty days prior written notice of such action.

IV. Fees and Other Costs

A. The Consultant will furnish these services on the following fee basis:

Daily Rate: \$ _____

Number of Days: _____

Consulting Fee: \$ 5,000

Other: _____

If the Contract is terminated early, the Consulting Fee shall be prorated on the basis of the amount of work done.

B. Expenses such as travel must be itemized separately. Actual, necessary and reasonable expenses in accordance with University policies and practices will be reimbursed from your invoice.

These Expenses are estimated to be

\$ 0

The University limits expense reimbursement to

\$ _____

V. Taxes

The Fees and other costs stated herein include all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or any change in Consultant's tax liabilities. Consultant will be responsible for any taxes applicable to this payment.

VI. Assignment

The Consultant may not assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the University.

VII. Reporting

In performing consulting services hereunder, Consultant shall report to and send invoices to the following individual (in the case of a grant project, list Principal Investigator's name, department, address and telephone number):

VIII. Patents and Copyright

A. In the event any invention or discovery is made by Consultant in connection with this Contract, Consultant agrees to assign all rights, title and interest in said invention or discovery to the University, and Consultant shall furnish University with complete information with respect thereto and University shall have the sole power to determine whether and where a patent application shall be filed and the disposition of title and all rights under any application or patent that may result. Consultant will, at University's expense, execute all documents and do all things necessary or proper with respect to such patent application.

B. Whenever any copyright is secured in connection with the publication of the results of research financed by this Contract, title and all rights to such copyright will vest in University and Consultant agrees to assign to the University all right, title and interest in any copyrightable materials developed pursuant to this Contract.

C. If this contract is funded under a Government Prime Contract or Grant which provides a different disposition for Items A and B above, the government contract or grant will govern.

IX. Conflict of Interest

Consultant assures that to the best of Consultant's knowledge there exists no conflict of interest or appearance of a conflict between Consultant's family, business, or financial interest and the services provided under this agreement. Should this situation change during the time of this agreement, the Consultant will advise the University of such change.

X. Technical Information Records and Reports

All notes, designs, memoranda, reports, computer programs (and supporting data which may be on cards, tapes, discs and the like), and other technical data, if any, furnished or developed by Consultant pursuant to the provisions of this Contract shall be and become the property of the University. All such notes, designs, etc. shall be delivered to the University upon demand, for use for any purpose without the necessity of compensating the Consultant or any other person(s) for the use thereof.



XI. Confidential Information

Consultant shall not publish or disclose, except to University and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

XII. Nature of Relationship

The relationship of the Consultant to the University is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this contract or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant hereby agrees to hold the University harmless for any such claims by it or its associates, and any cost or expense related thereto.

XIII. Acknowledgment of Sponsorship

Consultant agrees that in any publication, acknowledgment shall be made of sponsorship by University and the Government by use of the following footnote: "This work was performed under the sponsorship of THE BOARD OF GOVERNORS OF WAYNE STATE UNIVERSITY and (insert sponsor identified above)." If the publication is copyrighted, the statement, "Reproduction of this article, with customary credit to the source, is permitted" shall be added. Except in an acknowledgment of sponsorship of this research, use of the name of University in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed hereunder, may not be made except upon written approval from the University. Additionally, the University reserves the right to completely restrict the use of the University name in a publication.

XIV. Examination of Records

University, and if this Contract is funded under a Government Contract or Grant which so provides, the Sponsor or the Comptroller General of the United States, shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant and of University involving transactions related to this Contract.

XV. Contract Regulations

In performing the above services, it is understood and agreed that:

- A. The Consultant is not currently employed by any Agency or Department of the State of Michigan.
- B. If this payment is to be charged against federal funds, the Consultant certifies that s/he is not currently employed by the federal government and the amount charged does not exceed his/her normal charge for the type of service provided.
- C. The Consultant, if an employer, asserts that s/he does take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, creed, color, age, marital status, sex, physical handicap, or national origin.
- D. The University will provide such working space, equipment, furniture and utilities as the University determines necessary for performance of said services by the Consultant while at the University.
- E. Consultant will not hire any employee of the University to perform any service covered by this Contract without approval of the University Personnel Office.
- F. The University's payment of funds to Consultant pursuant to this contract is contingent upon the availability of appropriated funds for said purposes.



- G. In the event of a failure by Consultant to satisfactorily perform the services specified herein and/or a default by Consultant in abiding by the other terms and conditions of this agreement, Consultant shall be liable for all damages, costs, and expenses (including attorney fees) incurred by the University related to this default.
- H. The Consultant agrees to defend, indemnify and hold harmless the University, its employees, agents and students from any and all liability which they may incur arising directly or indirectly from Consultant's performance of this agreement.

XVI. Payments

Payment for services performed under this Contract will only be made following submission of invoice(s) by Consultant to Wayne State University, Detroit, MI 48202.

The invoice must show:

- A. The Contract Number (see page 1).
- B. The Consultant's name, Taxpayer Identification Number and home address.
- C. A description of the services rendered and the dates these services were rendered.
- D. The amounts being invoiced and the basis for determining that amount (hourly rate, hours worked, service units completed, or other payment basis).
- E. The date and University person to whom the written report (if any) of service results was delivered.

IN WITNESS WHEREOF, the University and the Consultant, by and through their duly authorized officers and representatives, have executed this Contract as of the date first above written.

Wayne State University:

Signature Date

Witnessed by Date

Witnessed by Date

Consultant
Ward Carter Shum Nov 2, 2000

 Signature Date

S. J. Bauman 11/2/00

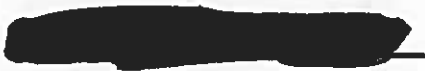
 Witnessed by Date

 Witnessed by Date

- *1. If any changes are made in contract format or text, the contract must go to the Office of the General Counsel for approval prior to signature.
- 2. The only University officers who are authorized to sign for the University are the officers specified in Executive Order 85-1.
 Some of the specified officers are:
 - a. For academic units' contracts for less than \$2500 with contractors whose expertise is in traditional academic areas, the unit dean or director; for \$2500 or more, the Provost;
 - b. For all University Relations contracts, the Senior Vice President for University Relations;
 - c. For contracts with performers for student events, the Vice President for Student Affairs or Director of Student Center Program Activities;
 - d. For outside legal counsel, the General Counsel;
 - e. For all other personal service contracts for \$2500 or more, the Senior Vice President for Administration and Finance.

PERSONAL SERVICES CONTRACT
ATTACHMENT

Payee Name: Curtis Skewes



Instructions

A. This attachment must be completely filled out, signed by the same University official that will sign the Personal Service Contract and submitted with the proposed Personal Services Contract and an associate Purchase Requisition. Refer to APPM Section 2.5 for details.

B. If you are requesting a waiver of competitive bidding requirements, prepare a memorandum of justification describing the persons and organizations contacted, reasons for selecting the person described in the Personal Services Contract, and any other facts you wish to have considered in determining whether to waive the competitive bidding requirement. Refer to APPM Section 2.6 for details.

C. Answer all the following questions:	Yes	No
1. Is the worker required to comply with instructions from the University about when, where, and how the work is to be done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the worker provided free training by the University that would enable him or her to perform a job in a particular method or manner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are the services provided by the worker an integral part of the University's, or the hiring department's or division's operations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Must the worker render the services personally?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Does the University hire, supervise, or pay assistant to help the worker on the job?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is there a continuing relationship between the worker and the University?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does the University set the worker's work schedule?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the worker required to devote his or her full time to the University?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Does the University require that the work be performed at the University or at a specific place designated by the University?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Does the University direct the sequence in which the work must be done?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Must the worker submit regular oral or written reports to the University (other than invoices)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is the worker paid hourly, weekly or monthly (as opposed to commission or by the job)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Are business and travel expenses reimbursed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Does the University furnish tools or materials used by the worker?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Personal Service Contract Attachment - Con't.

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 15. Is the worker able to provide the services without having invested in equipment or facilities used to provide the services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Does the worker work exclusively for the University (as opposed to working for a number of companies or organizations)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Is the worker subject to dismissal for reasons other than nonperformance of the contract? (Can the University terminate the worker at will?) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Can the worker terminate the relationship with the University at will? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Can the activity be performed without extensive education or expertise? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is the worker required to do the work without delegating or assigning it to others? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Is the worker required to have University approval to hire his or her own assistants? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is the work in question customarily performed by employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(as per PSC 1238)

If the answer to many of these questions is "yes, the person is probably an employee, and should be assigned to the payroll through appropriate personnel procedures. If the answer to many of these questions is "no", the person is probably an independent contractor.

Some of the above questions carry more weight than others. For example, if questions 2, 3, 12, 19 or 22 were answered "yes" the person is likely to be an employee. Further, if questions number 6 and 16 are both answered "yes", then the person is probably an employee. If there is doubt, the General Counsel's office should be consulted.

I have read the above questions and the responses thereto are true to the best of my knowledge.

Approval Requested by: _____ Date: _____
(Signature of Department Chair or Principal Investigator)

Signed by: _____ Date: _____
University Official

The University Official who is authorized to sign a contract on behalf of the University, is defined in Executive Order 85-1, Contract Signatories. This attachment must have the same signature as dictated by Executive Order 85-1. In the Division of Academic Affairs, contracts for \$7,500 or under may be signed by the appropriate Dean/Director and contracts for more than \$7,500 require the signature of the Vice President for Academic Affairs. In all other Divisions, all contracts must be signed by the Divisional Vice President or the President.

Read carefully the instructions for completing this form located on the reverse side of the last part.



DEPARTMENT DEAN/DIRECTOR AUTHORIZATION

PLEASE TYPE OR PRINT CLEARLY

Purchase Requisition

R 460730

Wayne State University

1. DEPT. CONTACT: **Louise Bugg** TELEPHONE NO. **7-4058** FAX NO. **7-3615** DEPT./ADDRESS **730 Sci/Engg Library**
 2. REQUISITIONER: **Robert Harris** TELEPHONE NO. **7-4047** FAX NO. **7-5177** DEPT./ADDRESS **3100 Undergraduate Library**
 3. DELIVER TO: (BUILDING, ROOM NO., ATTENTION OF) **TECH SERVICES--Louise Bugg or Scott Muir, 730 Sci/Engg Library**

4. COMMODITY SELECTION: Optional Mandatory
 VENDOR SELECTION: Optional Mandatory
 For Purchase Amount of \$7500 or more, reverse side of part one MUST be completed.

5. SUGGESTED SOURCE: **Curtis Skewes**
31100 Stafford
Beverly Hills, MI 48025
 6. SHIP TO: WAYNE STATE UNIVERSITY
Library Recieving
Undergraduate Library
5150 Anthony Wayne Drive
Detroit, MI 48202

7. QUANTITY	8. PART NO. AND DESCRIPTION	9. COST		TOTAL
		Estimated	Firm	

7. QUANTITY	8. PART NO. AND DESCRIPTION	9. COST		TOTAL
		Estimated	Firm	
	Services to redesign the DALNET website, up to 60 screens maximum.		5,000	5,000

See attached price quote

29. THIS DOCUMENT IS BEING FAXED BY: _____ DATE _____
 (ORIGINAL TO BE FILED IN DEPT.)
 NO. OF PAGES _____ SIGNATURE _____

11. Purchase Amt.	5,000
12. Est. Fpl. Chg.	---
13. Total Amt.	5,000

19. COMMENTS:

FOR PURCHASING USE ONLY

21. QUOTE: R 460730

22. TERMS:

23. DELIVERY:

18. RECEIVED PURCHASING

JL

DEPARTMENT DEPT AUTHORIZATION CARD

24 FOR

CURTIS SKEWES DESIGN

OCTOBER 26, 2000

TO: Scott Muir
OF: DALNET
PH: 313.577.9341

Description of Assignment:

Create a Website designed to reach external DALNET markets, internal staff and provide a portal to SE MI resources.

Number of Screens: 60-screen maximum

Description of Materials to Be Supplied by Client:

All logos, text, and pictures to be used in the DALNET website.

Date Due: November 1, 2000

Rights Transferred:

DALNET shall retain all rights to web pages and images created by Curtis Skewes Design.

ANY TRANSFER OF RIGHTS IS CONDITIONAL UPON RECEIPT OF FULL PAYMENT.

Production Schedule:

Contract Signing: \$2,500 Due

Delivery of Website Design: November 10, 2000

Delivery of Beta Version: November 24, 2000

Delivery of Final Version: December 4, 2000

Acceptance of Final Version: \$ 2,500 Due

Total: \$5,000

Sincerely,



Curtis Skewes

**31100 STAFFORD • BEVERLY HILLS, MI • 48025
PHONE: (248)540-6146 • FAX: (248)540-6402**