

WAYNE STATE UNIVERSITY

Personal Services Contract

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 [University Policy 2004-6](#) for clarification.

Requisition Number _____

Project Name: _____

Contract No. _____

WSU Account No. _____

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

Consultant Name (Last, First, Middle Initial) _____

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

Email / Phone _____

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.)

- B. The Consultant is required to prepare and submit the following reports:
(if no reports are required, indicate "none.")

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

II. Consultant's Qualifications

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

III. Period of Service and Termination

- A. The period of service hereunder shall be from _____ through _____
- 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.

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IV. Fees and Other Costs

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

Daily Rate: \$ _____ Number of Days: _____
Consulting Fee: \$ _____ 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	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 Contract, 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 and hereby does 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 and hereby does 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 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 Contract, 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.

XV. 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 Contract, Consultant shall be liable for all damages, costs, and expenses (including attorney fees) incurred by the University related to this default.

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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 Contract.

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. Purchase Order Number.
- 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.

Note: This Agreement may be signed by PDF digital signatures, facsimile signatures or other forms of electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document was a manually signed original and (ii) will be binding on each party for all purposes.

Wayne State University:

Consultant:

Signature Date

Signature Date

Printed Name Title

Printed Name Title

- * 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 [University Policy 2004-6](#) **Some** of the specified officers are:
 - a. For academic units' contracts for less than \$25,000 with contractors whose expertise is in traditional academic areas, the unit dean or director; for \$25,000 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 \$25,000 or more, the Vice President for Finance and Administration.
- 3. In signing this form, the above University officer indicates that s/he (a) has reviewed the Personal Services Contract Checklist associated with this contract, (b) has verified that the Checklist has been approved by a University Human Resources consultant, and (c) agrees with the information contained in said Checklist. Refer to [APPM Section 2.5](#) for details.

