

Marquette University
Statement of Work for Purchase Order for Services
Instructional Design Services

("Marquette" or "Purchaser") Name: Marquette University Address: P.O. Box 1881 Milwaukee, WI 53201-1881	Services Provider ("Provider")* Name: Address:
General Description of Personal Services, including start date and end date* Instructional design services for _____ (number) on-line courses as set forth in the Attachment, beginning on _____ and completed no later than _____.	
Marquette Authorized Representative*	Provider Federal ID Number or Social Security Number*
University Purchase Order Number*	Fixed Fee to be Paid*

Terms and Conditions

1. **Project Description.** A completed Attachment to this Statement of Work is required and shall set forth at a minimum a description of each specific requirement of Marquette for the Personal Services to be provided; the required deliverables; the fixed fee or hourly rate with a not-to-exceed amount; the reimbursable expenses with a not-to-exceed amount; and any special requirement that may apply to the Personal Services.
2. **Fees and Payments.** Provider shall invoice Marquette only for Personal Services completed and delivered to Marquette. Unless otherwise set forth in the Attachment, Marquette shall in its sole discretion determine the amounts properly payable until all of the Personal Services have been satisfactorily completed. No advance payments are authorized.
3. **Independent Contractor.** Provider acknowledges that Provider is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions, and premiums with regard to all payments made to Provider by Marquette.
4. **Ownership of Work Product.** Provider sells, assigns, grants and transfers to Marquette all right, title, and interest in any reports, documents, or other copyrighted materials prepared by Provider for Marquette pursuant to this Statement of Work and Purchase Order, including all copyrights, renewals, and extensions. Provider represents and warrants to Marquette that no third party shall have any rights in any reports, documents, or other copyrighted materials prepared by Provider for Marquette pursuant to this Statement of Work and Purchase Order and that Provider has the authority to deliver title to any reports, documents, or other copyrighted materials prepared by Provider for Marquette. This requirement shall not apply to any intellectual property of Provider existing prior to the date of this Agreement. By signing this Agreement, Consultant acknowledges and agrees that all work product provided by Consultant to University will be subject to the Marquette University Intellectual Property Policy. A copy of this policy is available online at <http://www.marquette.edu/orsp/policies/ippolicy.pdf>. Provider agrees that, for copyrighted works that are originally created by Provider and incorporated into the curriculum, the University shall have under the Policy a non-exclusive, royalty-free, perpetual license to use, display, copy, distribute, and prepare derivative works for University use. In addition to the rights set forth in the Intellectual Property Policy and the remainder of this section 4, for all of which Provider acknowledges that Provider are being compensated, Provider also agrees and acknowledges that Marquette is and shall be the owner of the copyright in the course content itself and that any copyrightable works that Provider may create are "works made for hire" under the United States Copyright Act. The copyright in all course content shall therefore belong exclusively to the University. Provider acknowledges that, in the future, the

Marquette University
Statement of Work for Purchase Order for Services
Instructional Design Services

University may pay others to teach the course or to prepare derivative works. By this agreement, Provider assigns any and all copyright interest in electronic course content to the University. Provider also authorizes the University to make future alterations to the course content. Finally, the University will have the right to use Provider's incorporated works and the course in connection with any University purpose, including offering the course for University credit and licensing the use of the course content to third parties, without further compensation to Provider.

5. Nondisclosure of Confidential Information. Provider will not, either directly or indirectly, as an employee, agent, partner, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student data, financial data, plans, and mailing lists (the "Confidential Information") of Marquette for any purpose other than performance of the Personal Services. Unless informed in writing to the contrary by Marquette, Provider shall presume all information provided to Provider by University is Confidential Information. Unless Provider has obtained the prior written consent of Marquette to the contrary, Provider will not disclose the Confidential Information to any third parties. This section will not apply to any information that Provider can demonstrate by written evidence (a) was known to Provider prior to the disclosure to Provider by Marquette or (b) has become public knowledge without a breach of this Purchase Order and Statement of Work or other confidentiality obligation.
6. Delivery of Documents. Marquette may discontinue furnishing or making available access to Confidential Information at any time in the sole discretion of Marquette. Upon demand by Marquette, Provider shall promptly deliver to University all Confidential Information and all correspondence, designs, sketches, drawings, manuals, letters, notes, computer diskettes, computer or voice tapes, notebooks, reports, or any other documents or media embodying or concerning the Confidential Information that came into Provider's possession, by any means whatsoever, during the term of and performance of the Services.
7. Personal Services. The Personal Services are deemed personal services by the Provider, and Personal Services may not be performed by any other person without the advance written permission of Marquette.
8. Expenses. All expenses incurred by a party shall be the sole responsibility of the party that incurred the expense, except as such expenses are listed as reimbursable to Provider on the Attachment to this Statement of Work.
9. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

By the Authorized Representative of Marquette:*

By Services Provider:*

 Name Date
 Title

 Name Date
 Title
 Federal ID Number

Marquette University
Statement of Work for Purchase Order for Services
Instructional Design Services

THIS STATEMENT OF WORK IS SUBJECT TO THE REQUIREMENTS OF THE TERMS AND CONDITIONS FOR PURCHASE ORDERS FOR SERVICES. THIS STATEMENT OF WORK IS NOT VALID UNLESS AND UNTIL (1) THE UNIVERSITY HAS ISSUED A PURCHASE ORDER FOR THE AMOUNTS SET FORTH IN THIS STATEMENT OF WORK AND (2) ALL INFORMATION MARKED WITH AN ASTERISK (*) HAS BEEN COMPLETED. NO PAYMENTS MAY BE MADE UNLESS THE REQUEST FOR PAYMENT INCLUDES A VALID UNIVERSITY PURCHASE ORDER NUMBER.

Instructions for University Personnel: Obtain a valid University purchase order in an amount equal to the total amount for which Marquette may be liable to the Provider. Complete the Statement of Work and the Attachment. If the Provider has additional terms or conditions to be made part of the Statement of Work and Purchase Order, and such terms and conditions may in any way conflict with the Terms and Conditions for Purchase Orders for Services or this Statement of Work, such terms and conditions must be submitted for review by Marquette's Office of General Counsel, using the Contract Processing and Approval Form available at <http://www.marquette.edu/ogc/forms/index.shtml>. See the "Conflicts" provision of the Terms and Conditions for Purchase Orders for Services for more information. The University college, office, or department initiating the Purchase Order is required to maintain copies of the Statement of Work and any related documentation. Questions may be addressed to the Department of Purchasing or the Office of General Counsel.

ATTACHMENT TO STATEMENT OF WORK FOR PURCHASE ORDER FOR SERVICES
INSTRUCTIONAL DESIGN SERVICES

Description of Instructional Design Services:*

List of Courses:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Instructional Designer (ID)

- Take content expert (“CE”) material and write/edit final version for each page
- Consult with CE on learner outcomes
- Create “theme” for course
- Coordinates copyright clearance(s) when necessary
- Consult for ideas for discussion prompts, activities and reflections that work well in the online environment
- Draft rubrics for CE to review and then finalize
- Design, with CE, all assessments that reflect course goals and module learner outcomes
- Coordinate, with Project Manager, all audio/video production
- Give completed modules to Graphic Designer and review work as created and revise as needed
- Review final course with CE
- Completes responsibilities according to predetermined timeline
- Creates template/design for each course that reflects subject matter/theme
- Develop course in D2L
- Creates navigation for all pages
- Creates and ensures functionality of Final Course Evaluation
- Ensures that video/audio/weblinks/pdfs/etc. are all operational
- Review work with CE and revise
- Complete Responsibilities agreed upon timeline

Payment for Instructional Design Services:

1. \$_____ for each courses to be developed for online offering: total = \$
2. Paid in _____ equal installments, on _____

|