

BUSINESS CONTRACTS AND BRAND PROTECTION

GUIDANCE FOR SCOPE OF WORK

A scope of work (SOW) sets forth the performance requirements to achieve stated project objectives. It should be clear, concise, accurate and complete. The following questions will guide your development of a proper SOW and will assist us in determining the correct contractual vehicle for the project. **DO NOT begin work, perform services, or accept payment until an agreement is fully executed (i.e., signed by all parties).**

1. What is the purpose of the work? E.g., write a report, analyze data, test samples, train executives, or host a conference. Describe the roles and responsibilities of each party in as much detail as possible.
2. What type of entity are we contracting with? E.g., private corporation, non-profit, county government, State of California agency (requires a California Model Agreement). Include all contact information for the other party, full name and address of the entity, contact person's name, title, phone and email.
3. Will the project or work involve high risk activities? E.g., minors on campus, use of export controlled materials, contracting with an international entity? Please identify these in the SOW draft.
4. Where will the work be performed? If the work will be conducted out-of-country, note that this will affect risk analysis and/or insurance requirements.
5. What are the dates and times for the work to be completed? Are there project milestones (i.e., set dates for certain tasks to have been completed)? When will the project be finished?
6. What are the specific deliverables? These can include reports, test results, computer software, drawings. Please indicate if deliverables include any pre-existing items identified below and/or require a license.
7. Will the other party's data, materials, information, or equipment be required for University to perform the services? If yes, does University need a license or need to maintain confidentiality of information?
8. What, if any University pre-existing materials, intellectual property (IP) and/or confidential/proprietary information (CI) will be involved in the project? Is University branding a part of this project?
9. Who will own the deliverables/work product and any associated IP? Typically, University owns all IP rights, including copyright, and provides a non-commercial use license to the other party. These IP ownership and license terms will be in the agreement, not in the SOW. **NOTE: BCBP is not authorized to license University patent rights** (but other contracting offices e.g., SPO and IPIRA are authorized to do so).
10. Is there a budget and does it reflect all departmental costs, including the Administrative Full Costing (AFC) (currently 9%)? What is the payment schedule for the revenue? E.g. a portion up front (upon execution) and the remainder after delivery of the services; or, payment upon receipt of deliverables.

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