**Instructions**

**for**

**Services Agreement**

## *Background & Intent*

The Office of the General Counsel (OGC) has created a standard Services Agreement (*see OGC standard form OGC-SC102*). This Services Agreement is the one most often used for external sales at the University and is intended to cover most activities. Always take a copy of the latest contract version from the OGC standard contracts library.

## *Primary Purpose*

In general, an agreement (or contract) has two primary purposes:

* Defines a mutual written understanding with the customer. The understanding includes the University's obligations to the customer and the customer's obligations to the University. The intent of the agreement is both parties have a clear understanding of their individual obligations and who to contact if there are changes to the agreement.
* Mitigate risk to the University by clearly stating or disclaiming provisions such as warranties, termination, use of University name or logo, limitation of liability, indemnification, and export controls.

## *How to fill out the Services Agreement*

The department making the external sale completes the gray-shaded areas of the OGC approved Services Agreement, to include:

* Approved Internal/External Sales Approval Form (IESAF) number for the activity
* Full chart/field string (Fund, Dept. ID, Program, CF2)
* First paragraph:
	+ Customer’s legal name (“Company”)
		- Can be validated by customer or on customer’s website if available
	+ Item 1 “Description of Services”:
		- Detailed and include any unique items such as delivery dates, report formats, disposal of excess material for testing, reimbursable costs, etc.
		- Must follow the described activity on the approved Internal/External Sales Approval Form
		- If detail is available in a separate document, it may be attached and referenced in the Description of Services (e.g., “See Attachment A”)
		- Generic services such as consulting, support, testing, etc., must be fully explained in this section
* Item 2 “Compensation”:
	+ Written in words and in numbers as if you were filling out a check
		- Review project budget and pricing to make sure that all direct (lab supplies, operator time, etc.) and indirect costs (administrative time, lights, phones, etc.) are accounted for in the rate
		- Unless creditworthiness has been pre-determined, compensation shall be paid "in full upon signing of this Agreement". The Unit is responsible for any lost revenue from customer's non-payment.
* Item 3 “Term”:
	+ Enter 'Effective date' (start date of agreement) and 'Expiration Date' (end date of agreement)
	+ In general, agreements are for five years or less
	+ Contact the Office of the General Counsel for assistance if the desired term is greater than five years
* Item 10.7 “Notices”:
	+ Enter the contact information of the department into the *If to the University* field
	+ Enter the contact information of the customer into the *If to the Company* field
		- Witness Whereof:
* The left signature block is the University employee who has the delegated External Sales Signature Authority for the Unit. Enter the employee's Name and Title (refer to the Delegations Library to see who has been delegated this authority).
* The right signature block is for the Customer’s Company Name, Authorized Signer and Title. The customer should sign first and then return to the department for signature.