

STANFORD UNIVERSITY SERVICE AGREEMENT POLICY CHECKLIST

Purpose: This Stanford University Service Agreement Policy Checklist was developed as an aide to assist faculty and other Stanford personnel in assessing whether the Stanford Service Agreement policy in the Stanford Research Policy Handbook Chapter 13.7 [found here](#) applies to the particular proposed project. The checklist summarizes the key criteria for a contract for Stanford University to provide services for a third party (“Purchaser”) to fall within the Stanford Service Agreement policy.

#	Category	Criteria	Criteria Met?
1	Purpose	The proposed activities support the primary education, public service, and/or community outreach missions of the University, OR if not for education, public service or community outreach, then approval of the Department Chair and cognizant School Dean’s office has been obtained	<input type="checkbox"/>
2	Purpose	The work to be performed under the Service Agreement must not conflict with the research, teaching, impact, and public service missions of the university	<input type="checkbox"/>
3	No interference	The service must not interfere with the research, teaching, and clinical activities performed in Stanford facilities or with the education of Stanford students	<input type="checkbox"/>
4	Not commercially available	The Stanford resource (the combination of expertise and instrumentation) must be unique or not easily otherwise available to the Purchaser	<input type="checkbox"/>
5	Not commercially available	The service performed must not put Stanford in competition with commercial entities that can provide these resources or services	<input type="checkbox"/>
6	Not a sponsored project	The arrangement does NOT meet the definition of a sponsored project	<input type="checkbox"/>
7	Nature of services	Stanford is not required to conduct significant interpretive analysis on data collected during the work OR Stanford is required to conduct significant interpretive analysis on data collected during the work but Stanford does NOT desire to own the results of the analysis	<input type="checkbox"/>
8	Nature of services	Stanford personnel will NOT be providing investigative scholarly contributions.	<input type="checkbox"/>
9	Nature of services	The work is NOT primarily intended to result in new knowledge or intellectual property.	<input type="checkbox"/>
10	Nature of services	The intellectual direction and interpretation of the work is primarily controlled by the Purchaser	<input type="checkbox"/>
11	International	The services do not involve any International Traffic in Arms Regulations (ITAR) or any technology or technical data on a U.S. export control list , SEE ALSO	<input type="checkbox"/>
12	International	The services do not involve the return of serviced items to any location outside the U.S.A.	<input type="checkbox"/>

13	International	The services do not involve any US trade sanctioned person or entity	<input type="checkbox"/>
14	Oversight	Member of academic council or medical center line faculty will oversee the project, assuming financial responsibility for services provided and for complying with University policies and processes	<input type="checkbox"/>
15	Direction	Services are conducted by Stanford personnel at the Purchaser's direction	<input type="checkbox"/>
16	Performance	The project is for specific activities or products with specific desired outcomes	<input type="checkbox"/>
17	Performance	Stanford does not warranty or guarantee the work product	<input type="checkbox"/>
18	Intellectual Property	Stanford does not desire to own inventions resulting from the services that are a modification or improvement of the Purchaser's intellectual property or materials, and Stanford has no objection to the Purchaser owning such intellectual property.	<input type="checkbox"/>
19	Intellectual Property	Title to intellectual property resulting from the services that are related to techniques, processes, tools of Stanford or to pre-existing intellectual property of Stanford will be assigned by Purchaser to Stanford and owned by solely Stanford.	<input type="checkbox"/>
20	Term	The term of the engagement is for a period of two years or less	<input type="checkbox"/>
21	Budget	Stanford will be compensated for the services (i.e., fee-for-service arrangement)	<input type="checkbox"/>
22	Budget	Stanford will be compensated for the full cost of services including Stanford's non-sponsored receivables rate of infrastructure charge (Note: there are different rates for non-profit vs. for-profit Purchasers. Exception waivers are sometimes granted, but not for: (1) for-profit organizations, or (2) a foreign government agency or organization funded by that foreign government)	<input type="checkbox"/>
23	Budget	The responsible faculty member must identify and charge the percentage of effort associated with the service directly to the service agreement	<input type="checkbox"/>
24	Budget	The service constitutes only an incidental amount of the total activity of a Stanford resource or lab at any given time	<input type="checkbox"/>
25	Personnel	Neither students, nor postdoctoral trainees, will be involved in providing the services	<input type="checkbox"/>
26	Risk	Purchaser must provide insurance coverage	<input type="checkbox"/>
27	Risk	Purchaser will indemnify Stanford for the work and its use of the work product	<input type="checkbox"/>
28	Approval	Approval from the school Dean's office is required	<input type="checkbox"/>
29	Approval	If services involve international work/travel of Stanford personnel more than 90 days outside the U.S., then Stanford Global Business Services review is required	<input type="checkbox"/>
30	Reporting	Signed agreements with foreign parties should be shared with Stanford Global Business Services as part of the semi-annual reporting on <i>S117 – Foreign Gifts and Contracts Reporting</i>	<input type="checkbox"/>
31	Signature	Service agreement must be signed by the authorized signatory as designated by the school Dean's office	<input type="checkbox"/>
32	Copy	A record of the signed service agreement will be maintained by the	<input type="checkbox"/>

	faculty member's department and made available upon the request of auditors	
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Next Steps: If your project meets the Stanford Service Agreement policy minimum requirements above, then please contact the appropriate contact for service agreements below. The contact person will work with you to prepare the standard Stanford service agreement and will arrange for signature by the appropriate authorized individual. The agreement terms are not typically negotiable. However, in circumstances where a modification is needed, the contact person will handle any negotiation of terms that may be required (in consultation with the Office of General Counsel (OGC) or other offices, if needed). Please do not contact OGC directly, because the service agreement contact person coordinates the agreement process.

Stanford Service Agreement Contact Person(s):	
School of Medicine	Research Management Group (RMG): Kathleen Thompson klt@stanford.edu Nico Mendoza nicolopm@stanford.edu
School of Engineering	Csilla Csaplar csaplar@stanford.edu
School of Humanities and Sciences	Sonia Barragan barragan@stanford.edu
Graduate School of Education	Rachel Knowles rknowles@stanford.edu
School of Sustainability	Amy Balsom amyb@stanford.edu
Graduate School of Business	Nancy Heafey nheafey@stanford.edu
School of Law	Frank Bucato brucato@law.stanford.edu
Vice Provost and Dean of Research	Kathie Kern kakern@stanford.edu