



UCR CONTRACTING GUIDE

January 2023

Introduction

The **University of California, Riverside Guide to Contracting** (Guide) is designed to assist campus personnel (administrators, staff, faculty, and researchers) understand the general process of creating, managing, and terminating legally binding contracts. This guide is modeled after the UC Berkeley Guide to Contracting (2015) with updates specific to the UC Riverside (UCR) contracting environment.

UCR uses a wide range of agreements (such as purchase orders, gift letters, grants, Memoranda of Understanding, or other “contracts”) to conduct business in support of UCR’s mission of teaching, research, and public service. For the purpose of this Guide, “contract” is used to refer to all such agreements. This Guide includes important information about the campus offices that are authorized to develop and execute such agreements on behalf of The Regents of the University of California (“contracting offices”). The Guide will be edited as needed to incorporate important updates and the most current version will be available on the Business & Financial Services and RED website.

Section 1. Before Starting a Contract. Defines the term “contract;” assists the reader in determining whether a contract is needed; and explains who is authorized to create, amend, or terminate a legally binding UCR contract.

Section 2. Benefits and Risks. Outlines the benefits of having a properly executed written UCR contract and the risks of not having one.

Section 3. Contract Types and Key Considerations. Provides an overview of the types of contracts generally executed at UCR. It also provides a list of key considerations to evaluate prior to entering into a contract with an outside party.

Section 4. Creating and Executing a Contract. Helps the reader identify the appropriate contracting office for the unit’s specific needs, using an online decision tree. It then guides the reader through the process of creating and “executing” a written contract. Without the mandatory executing step, UCR is vulnerable to challenges caused by contracts that are not legally binding.

Section 5. Managing, Amending, and Terminating a Contract. Gives an overview of how to manage a contract day-to-day to meet the university’s obligations and ensure the university receives what it is due under the terms of the contract. This section will also help the reader determine whether a contract needs to be amended or terminated (i.e., ended), and how.

The **Appendixes** includes a list of the university’s contracting offices, reference materials and website links, acronyms, and other resources.

If you have questions about this Guide, please email buscon@ucr.edu.

Contents

Introduction	1
1. Before Starting a Contract.....	5
When to create a contract	5
2. Benefits and Risks.....	6
Benefits of having a written contract.....	6
Risks of not having a written and signed contract.....	6
3. Types of Contracts and Key Considerations	7
Types of Contracts.....	7
Binding contracts.....	7
Click-Through Agreements	8
Gift Agreements	8
Sponsored Grants and Contracts	8
Letter Agreements	8
Letter of Intent	8
Memorandum of Agreement, Understanding, or Intent	8
Purchase Orders	8
Non-Binding Agreements	9
Key Considerations.....	9
4. Creating and Executing a Contract.....	11
Identifying the appropriate Contracting Office.....	11
Contacting the Contracting Office.....	12
5. Managing, Amending, and Terminating a Contract	13
Day-to-day contract management.....	13
Amending or renewing a contract	13
Terminating a contract.....	14
Sample contract management responsibilities.....	14
Appendix A - Contracting Offices	16
Business Contracts (BC).....	16
Description	16
Types of Contracts.....	16
Chief Compliance Office	20
Description	20
Types of Contracts.....	20
Human Resources	21
Description	21

Information Technology Solutions: Information Security Office 22

 Description 22

 Protecting Confidentiality of Sensitive Institutional Information and IT Resources 22

Office of Legal Affairs 23

 Description 23

 Services Provided 23

 When to contact the Office of Legal Affairs 23

Office of Technology Partnerships 24

 Corporate Research Contracts 24

Planning, Design & Construction..... 27

 Description 27

 Types of Contracts..... 27

Procurement/Central Procurement Services 28

 Description 28

 Types of Contracts..... 28

Real Estate Services & Asset Management 30

 Description 30

 Types of Contracts..... 30

Risk Management..... 32

 Description 32

 Policies..... 32

School of Medicine 33

 Description 33

School of Medicine Compliance 34

 Description 34

Sponsored Programs Administration (SPA)..... 35

 Description 35

 Types of Contracts..... 35

 Technology Commercialization 38

University Communications 40

 Description 40

 Types of Contracts..... 40

Appendix B - Additional References..... 41

 University of California Forms..... 41

 Parties and Signatures..... 41

 The Parties..... 41

Notary Public 41

Sample of Required Terms and Conditions 42

 Effective Date 42

 Force Majeure 42

 Governing Law 42

 Indemnification 42

 Insurance 43

 Payment 43

 Performance 44

 Recitals or “whereas” clauses 44

 Remedies 44

 Representation 44

 Term 44

 Termination 45

 Third-Party Liability 45

 University Terms and Conditions (Procurement T&Cs) 45

 Use of University of California Name and Trademarks 45

 Waiver 45

 Warranties 45

Unrelated Business Income Tax (UBIT) 45

Website Links 46

Appendix C - Acronyms 49

Appendix D – Decision Tree 50

1. Before Starting a Contract

What is a contract?

For the purposes of this Guide, a contract is any legally enforceable written agreement with mutual obligations between The Regents of the University of California (The Regents) and one or more parties.

When to create a contract

Any campus personnel or unit (e.g., department, school, college, research lab, administrative office, etc.) who engages in a transaction with an outside party (e.g., individual, agency, company, organization, etc.) on behalf of The Regents needs to have a written contract.

A campus unit that enters into a contract with an external party generally does so with one or more goals in mind. For example:

- Purchase, exchange, or receive funding for a good or service
- Train students, faculty, or staff
- Perform research activities
- Generate revenue
- Exchange ideas
- Provide a public service to the larger community
- Pave the way for future projects
- Fulfill a bid process requirement

Who is authorized to create, amend, or terminate a contract at UCR?

Only those individuals with specific [Delegated Authority](#) to bind the university and execute (sign) contracts on behalf of The Regents are authorized to create, amend, or terminate a UCR contract. Each contracting office has a specific area of responsibility. Personnel in these offices are knowledgeable of the university's policies and the state and federal regulations that govern each agreement. More information about the authorized contracting offices is available in the ["Managing, Amending, or Terminating a Contract"](#) section of this Guide.

Campus faculty, researchers, and staff are responsible for contacting the appropriate office and providing the office's contact with their expectations regarding the scope of work and other important information related to the terms of the desired contract. The designated offices will be coordinating with the department and the contracting agency to develop terms that are acceptable to all parties and compliant with UC policy.

Important: If an unauthorized individual enters into an agreement, such individual may face personal adverse consequences for signing the agreement and the agreement may be deemed unenforceable. Therefore, the first step in the contracting process is always to consult with the appropriate university office.

2. Benefits and Risks

Benefits of having a written contract

Although some oral contracts are recognized in the law, the university operates under written contracts. Having a written contract that is fully executed (i.e., signed by all parties) before performance commences is considered to be a best practice. There are several important reasons to have a written contract.

A carefully and clearly written contract can provide some or all of the following benefits:

- Clarifies and provides evidence of the roles, intent, and relationship of the parties.
- Spells out each party's obligations and expectations about key elements of the transaction.
- Assigns consequences for departures from expectations or failure to abide by the terms.
- Details important information regarding the contract's enforcement requirements.
- Helps prevent disputes between the parties.
- Provides a framework for resolving potential future conflicts.
- Ensures compliance with healthcare-specific regulations.
- Helps inform how the project is to be managed once the work has begun.
- Lays out incoming and/or outgoing payment terms so everyone is clear about
 - (a) the costs of performing the work,
 - (b) the payment schedule and method, and
 - (c) whether payment is contingent upon a particular milestone or deliverable

In addition to these benefits, the negotiation, drafting, and review process that leads to a contract being satisfactory to all parties can help identify areas of potential difficulty in the relationship. Moreover, it can give all parties an opportunity to clarify the terms of their agreement and provide confidence that everyone understands the terms when the contract is signed on each party's behalf.

Important: Once a written contract is fully executed, units must remember to notify their contracting office immediately if a contract term is not met, or if a contract provision or condition has changed. If needed, the contracting office should consult with the Campus Counsel for assistance.

Risks of not having a written and signed contract

There are many risks associated with performing, paying for, or accepting work (sometimes in the form of receipt of goods and/ or services) without a written, fully executed contract. These risks include, but are not limited to:

- Difficulty in enforcing the terms of the agreement
- Litigation due to incomplete or inadequate performance
- Lack of payment, goods, or services (either to or by the university)
- Potential loss of (a) intellectual property rights, (b) right to data, (c) the ability to conduct follow-on research, or (d) professional certification

- Harm to the reputation of the university or its personnel
- Delays in processing contract-related financial transactions, such as vendor payments
- Possibility of placing future funding in jeopardy
- Violation of Stark law, preventing billing of government payers.
- Allegations of kickbacks.
- Violations of the federal False Claims Act.
- Violation of U.S. export controls

3. Types of Contracts and Key Considerations

Types of Contracts

Binding contracts

Important: If the essential elements of a contract are present, the type or title of the contract is not important. Regardless of the contract type, a properly executed (i.e., signed by a delegated authority) document will create legally binding (i.e., enforceable) obligations. Said differently, binding contracts create obligations that are enforceable by law.

Some common types of binding contracts include:

- Click-through Agreements
- Gift Agreement
- Grants and Contracts
- Letter Agreements
- Letter of Intent (LOI) or Deal Memo (DM)
- Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU)
- Purchase Orders
- General and Professional Services Agreements
- Leases and Facility Use Agreements
- Business Associate Agreements
- Affiliation Agreements
- Settlement Agreements
- Recruitment and Income Guarantees
- Confidentiality Agreements
- Assignment and Assumption of Agreements
- Amendments

Click-Through Agreements

“Click-through” agreements (aka shrink wrap) are generally used in online transactions, such as licensing downloadable software. Most click-through agreements require acceptance of the agreement’s terms by clicking a button that indicates acceptance of terms before the user can access a service or product.

Important: Click-through agreements are contracts and require delegated signature authority to execute. Individuals who accept click-through agreements without delegated signature authority may face personal consequences.

Gift Agreements

A “gift” is defined as an irrevocable, charitable contribution to the University, including the UC Riverside Foundation, which is intended as a donation, bestowed voluntarily and without expectation of tangible compensation, and for which no contractual requirements are imposed. Gift agreements are also processed through the Regents; they are not solely for the Foundation.

Sponsored Grants and Contracts

A “grant” benefits the university by supporting activities that relate to the university’s mission of teaching, research, and public service.

A “contract” is issued by a sponsor and it benefits the sponsor who acquires property or services from the university through the agreement.

Letter Agreements

Despite its innocuous sounding name, a letter from one party to another that contains the essential elements of a contract and is countersigned by the recipient to indicate acceptance of its terms is sometimes called a “letter agreement.” Such letter agreements are contracts and must be signed by the appropriate office with delegated signature authority.

Letter of Intent

A letter of intent or deal memo is an interim agreement that summarizes the main points of a proposed deal, spells out a course of action to be taken, or both. This may be a binding agreement and should be coordinated with the appropriate office with delegated signature authority.

Memorandum of Agreement, Understanding, or Intent

A memorandum of agreement, understanding, or intent expresses mutual agreement on a matter between two or more parties. A memorandum must identify the subject matter, parties involved, and objectives; summarize the terms of the agreement; and be signed by the parties. This may be a binding agreement and should be coordinated with the appropriate office with delegated signature authority.

Purchase Orders

A contractual relationship can be established even if all parties do not sign the contract. For example, a purchase order delivered to another party and accepted by performance (i.e., the work is performed) creates a legal contract.

Important: If campus personnel or a campus unit receives a quotation, statement of work, invoice or other document committing the university to receiving services or goods, the personnel or unit should contact Procurement Services immediately, before accepting any goods or beginning any services. If a campus personnel or unit receives a purchase order from an outside party because the university is providing a good or service, the personnel or unit should contact the appropriate office with delegated signature authority before performing any work.

The University of California’s purchase order forms contain standard terms and conditions that ordinarily apply to all purchase orders issued by Procurement Services. Many businesses, however, attempt to substitute their own standard

terms and conditions. These terms and conditions are not approved, and they can and should be rejected or negotiated by Procurement Services as they may create significant obligations including, but not limited to, financial, time, and risk.

Non-Binding Agreements

Most agreements, unless carefully and successfully drafted by the responsible office with delegated signature authority to be non-binding, are legally enforceable. On rare occasions, a non-binding document is an option worth considering; for example, to set out the main components of a complex transaction under negotiation, or if needed and adequate to obtain preliminary approvals, financing, etc. However, in the long run, it is generally more efficient and less risky to develop a complete and final contract.

Important: Never attempt to draft a non-binding agreement without guidance from the appropriate office with delegated signature authority. Do not sign an agreement provided to you by a non-contracting office or an outside entity. If you need or wish to create or accept a non-binding (or binding) document, always seek assistance from the appropriate office with delegated signature authority.

Key Considerations

Prior to entering into a contract with an outside party, a number of key questions must be considered:

Will the university be providing or receiving funding?

Business Contracts and the office of Research and Economic Development (RED) generally handle incoming revenue agreements. Generally speaking, outgoing funding contracts are handled by RED's Office of Sponsored Program Administration (SPA) if they relate to sub awards to project partners, and by Procurement Services if they relate to procurement of goods and services. When goods and/or services are commercially available from a supplier, the contract must be competitively bid per UC policy; the extent of the requirement is partially based on the dollar amount of the transactions.

Will the university be entering into an agreement for the purchase of sale of goods and/or services?

If yes, the university contracting party must ensure that (a) the good or service does not compete with an existing agreement; (b) activities are consistent with the campus mission and goals; and (c) no commitments are made for items outside of the UCR contracting party's control. If this service or good is available commercially from several different parties, the best practice is to complete a competitive solicitation process for purchases and revenue-generating agreements. In some cases, competitive solicitation is required by California statute. For additional information, please refer to the Procurement Services' [Campus Purchasing \(Policies and Requirements\)](#).

Does an outside party intend or desire to list the university as a reference or a customer, or use its trademarks to imply an association or affiliation?

This is typically not allowed. (See [California State Education Code 92000-92001](#) for more information. However, if yes, it is important to understand (a) how the outside party intends to use the trademarks; (b) whether such use supports the campus' mission, goals, socially responsible activities, and equity and inclusion guidelines; and (c) what are the risks, benefits, and protections that accompany the potential partnership. These types of requests must be reviewed by [University Advancement](#), which has the delegated authority for use of University of California, Riverside name and trademarks.

Is there a potential conflict of interest?

Conflict exists by virtue of a relationship that could result in an undue influence on the employee's professional judgment. A conflict of interest exists whenever an employee's personal, professional, commercial, or financial interests or activities outside of the university have the possibility (whether potential, real, or perceived) of

- compromising the employee's judgment
- biasing the nature or direction of scholarship
- influencing the employee's decision or behavior with respect to teaching, student affairs, promotions and appointments, use of campus resources, interaction with human subjects, or other matters of interest to the university
- resulting in personal or a family member's gain or advancement at the expense of the university

Has Return on Investment (ROI) been calculated and is it sufficient to warrant the agreement?

Department should consider the ROI, including personnel time needed to handle the contract's management, such as financial transactions (e.g., invoicing), reporting, and ensuring all obligations can be met by the university with existing resources and by other contracting parties, etc.

Will the performance of the agreement take place in the U.S. or internationally?

International contracts tend to be more complex. There could be significant issues if performance occurs abroad.

If the University is compensated for a service, is the transaction in line with University of California Regulation 4?

[University of California Regulation 4](#) for Special Services to Individuals and Organizations imposes restrictions on the university's ability to provide services to industry. Services of a "purely commercial character" may be performed if there is no satisfactory available alternative in the private sector. Unique or special facilities may be made available to external users on a fee-for-service basis. If the service has research, educational, or training value to the university, the transaction is consistent with Regulation 4.

Will any sensitive data (e.g., student, personal, financial, medical, etc.) be shared?

Any data sharing must comply with Federal law, California law, and university policy. See the [UCR Privacy Program webpage](#) for more information. Additional information is available on the UCOP [Ethics, Compliance and Audit Services](#) webpage.

Is the University adequately protected from risk?

If risk is unavoidable, are approved mitigation plans in place? Units may review general guidance on the [Risk Management](#) website.

Are key contract dates and related terms clearly outlined?

A beginning and an end contract date must be included. A reasonable way out of the agreement should also be included in case the contract needs to be terminated prior to the contract's end date. An option for renewal should be considered if the UCR contracting party believes contract renewal may be needed or desired.

Is there a clearly defined Scope of Work (SOW)?

The SOW should adequately describe each party's responsibilities and include key dates and milestones, progress report requirement and frequency, etc.

Are the terms governing intellectual property in compliance with University policies?

UCR research that is funded by extramural sponsors may result in inventions and other forms of intellectual property with corresponding rights. The [Intellectual Property and Related Matters](#) section of the University of California Contract and Grant Manual describes ownership and administration of these rights.

Does the contract include clearly outlined (and realistic) obligations and responsibilities, as well as a mechanism to address potential conflict?

These may include notice, defined meetings of the parties, mediation, arbitration, litigation, indemnification and/or termination.

If the agreement involves payment processing or cash handling activities, have those activities been reviewed and approved in advance?

Per [UC Business and Finance Bulletin 49 – Policy for Cash and Equivalents Received](#), certain cash handling and payment processing activities must be reviewed and approved by the Campus Cash/Credit Card Coordinator prior to signing agreements.

Does the agreement involve the use of credit cards?

Payment Card Industry (PCI) standards must be considered. Consultation with the Campus Cash/Credit Card Coordinator is required.

Have export control requirements been assessed?

U.S. export controls are federal laws that govern the conditions under which certain information, technologies, and commodities can be exported, reexported or transferred to a foreign national, entity, or country. The aim of U.S. export controls is to protect U.S. national security and promote U.S. foreign policy interests without constraining legitimate international trade.

Awareness and compliance with U.S. export controls are essential to maintaining an open academic environment in support of the [University of California Policy on Export Control](#) and mission of teaching, research, and public service.

To determine your export control obligations and ensure compliance, please contact UCR's Export Control Office at exportcontrol@ucr.edu

4. Creating and Executing a Contract

Identifying the appropriate Contracting Office

After establishing that a contract is needed, the next and most important step is to identify and contact the campus contracting office authorized to draft and execute the contract. There are many offices with contract execution authority, depending on contract need. Details about all Riverside contracting offices are available in the "Contracting Offices" section of the Appendix A. However, the most common UCR contracts are handled by one of the following four offices:

- [Sponsored Programs Administration \(SPA\)](#)
- [Office of Technology Partnerships \(OTP\)](#)
- [Central Procurement Services](#)

- [Business Contracts](#)

The **Contracting Office Decision Tree** (Appendix D) will help identify the most common contracts and the four primary contracting offices involved: Sponsored Programs Administration, Office of Technology Partnership, Business Contracts, and Central Procurement Services.

Contacting the Contracting Office

After identifying the appropriate contracting office, the unit may reference the corresponding “Contracting Offices” section of the Appendix A for the office’s description, contact information, and types of contracting services it provides. The unit may email or call the office directly, or submit a request to get the contracting process started via the office’s intake system. For example, the intake system used by SPA and OTP is the PAMIS eCAF system; Central Procurement Services is Purchase Requisition in the eBuy system; and Business Contracts is an e-mail to buscon@ucr.edu.

Note: Some departments/colleges/units have an internal contact who handles contracts, such as a departmental contract coordinator, departmental administrator, or designated representative. Those units should first reach out to their internal contact, who in turn should be able to determine or confirm the unit’s contract need and contact the appropriate contracting office for help. Units without an internal contracting contact should reach out to their contracting office directly or, if familiar with the office’s intake process, submit requests through the appropriate contracting intake system.

Sub awards: Units who wish to set up an outgoing sub-award, or a subcontract under a sponsored project, may contact OTP for agreements with for-profit entities or SPA for agreements with all other entities.

Drafting a contract

In preparation for the contract drafting stage, units will be asked to provide the campus contracting office with a clear description of the scope of work to be performed, associated costs, milestones or deliverables, and any particular issues that might impact performance. The quality and completeness of this information is very important, as it will enable the contracting office to most effectively represent UCR’s interests. During the process, the contracting office may require from the unit additional information or documentation needed to draft the contract. If a standard UCR template is being used, the unit should complete the template as much as possible and send it to the appropriate campus contracting office for review and approval prior to sending to the other party.

Reviewing and approving a contract

In some cases, before the contracting office finishes drafting the contract and in order for it to be executed, on- and off-campus Subject Matter Experts (SMEs) may need to review and approve the draft, based on the specifications of the contract.

Although SMEs from these offices do not have delegated signature authority to enter into a contract on behalf of the Regents, they do play an important role in reviewing contracts and mitigating risk. Three key offices are:

- General Counsel
- Risk Services
- ITS-Information Security

Units may reference Appendix A for office descriptions, contact information, and types of contracting services each office provides.

Executing a Contract

After a contract has been reviewed and approved, it must be executed (i.e., signed).

Important: *The contract must be executed by an authorized signer (i.e., a person with delegated authority or signature authority) in order for it to be “executed,” and therefore legally binding. UC contracts executed without proper authority are not legally enforceable.*

Under some circumstances, the contracting office may sign first; in others, the outside party signature may need to be obtained first. Some campus contracting offices will obtain the other party’s signature(s).

Once the contract is fully executed (signed by all parties), the contracting office will notify the unit. Depending on the contracting office, unit, or other party needs, one or more of the parties will receive either an original and fully signed contract or an electronic copy of the document.

Click-Through Agreements: Like any other legally binding contract, click-through agreements are also subject to the same execution requirements as other contracts. If the signer (or “clicker”) is not authorized to act on behalf of The Regents, the contract is void and unenforceable, and the unauthorized individual is making a false representation of authority in order to use, access, or enjoy the benefits of a service.

Signature Authority: The authority of officers is typically found in governing documents of the organization or in resolutions of its governing board. At the University of California, certain officers are authorized to sign contracts on behalf of The Regents, and to delegate signature authority in certain limited ways. Delegations of signature authority have been made, for example, to specific personnel in the offices of Central Procurement Services, Business Contracts and, Sponsored Projects Administration.

For more information regarding delegated signature authority, units may reference UCR’s [Delegations of Authority](#) portal.

5. Managing, Amending, and Terminating a Contract

Day-to-day contract management

Once a contract has been fully executed, it is the unit’s responsibility to read and understand the terms and conditions of the contract and to manage contract obligations according to these requirements. Depending upon the type of agreement, doing so may include, but is not limited to: project administration, implementation, fund management, payment issuance, revenue collection, invoicing, timely reporting to required parties (e.g., outside parties, sponsors), maintaining current insurance certifications, seeking amendment, renewal, or termination of a contract when needed, etc. In addition, the unit must maintain contract records in an easily retrievable, organized manner for audit purposes, and in accordance with the University of California’s [Records Retention and Disposition Policy](#).

Important: Failure to perform to the specifications of a contract could result in a material contract breach, void the contract, legal action, loss of insurance, or other serious consequences.

Amending or renewing a contract

Important: After the contract is implemented, units must notify their contracting office immediately whenever a contract needs to be amended, renewed, or terminated.

Contracts should be reviewed regularly to determine if an amendment is needed. Existing contracts may need to be amended (i.e., updated or changed) if there has been a change that affects the contract, or the contract no longer meets business or policy compliance requirements.

In some cases, units have a master agreement with a party that is renewed annually. In other cases new laws, policies, and university practices may be in place which require the contract to be reviewed and amended. If this is the case, the unit must contact the appropriate contracting office immediately, so they can review and update the contract as needed to ensure compliance with current norms.

Terminating a contract

There are several reasons to terminate an existing contract. The main reason is failure to perform based on the requirements of the contract (i.e., breach). Material breach may include payment issues, lack of insurance, substantial failure to perform services as set forth in the contract, or other factors. Other examples of contract termination:

- All parties mutually agree to end the contract.
- The university wishes to exercise a contract's "termination for convenience." (Termination for convenience is not a condition that is typically exercised, but it is good to include in contracts as it allows the university to end the contract at will.)
- An outdated agreement must be updated and it is easier to terminate the master contract and enter into a new one.
- Another party acquires the external contracting party's business or organization. In this case, the university usually has the right to either terminate or allow the contract to be "assigned" to the new party.

Sample contract management responsibilities

The following section outlines some of the main unit contract management responsibilities.

Sponsored Programs Administration (SPA) and Extramural Funds Accounting (EMF)

Units with contracts processed by SPA (the central pre-award and non-financial post-award office) are expected to be primarily responsible for managing their own contracts. Principal investigators, project directors, department chairs and deans, and unit directors sign a statement at the proposal stage indicating that, should the proposal be funded, they agree to manage the awarded contract according to university requirements and sponsor expectations.

Funds are activated via the PAMIS eAward process by EMF and project budgets are established by departments using the eAward BEA functionality. EMF is responsible for standard invoicing, preparing required financial reports, and issuing payroll certifications. See [PAMIS](#) website for additional information

If modifications are required to what is written in the contract before the project ends, SPA should be notified as soon as possible. Although project personnel are expected and encouraged to interact with the sponsor on programmatic issues, unit representatives should never discuss any contractual terms with a sponsor without the involvement of SPA.

Units that experience, or anticipate experiencing, contract-related problems or conflicts with a sponsor should always contact SPA in advance for assistance.

Business Contracts

If a contract is processed and executed through Business Contracts, the unit requesting that agreement is responsible for contract management including, but not limited to the following:

- Invoicing, accounts receivable, processing, or depositing any payments received
(See [Billing and Accounts Receivable Management](#) on the UCR Policy & Procedures website P&P 200-16 for additional information.)
- Keeping any documents that might be needed for an audit or Public Records Act (PRA) request

- Keeping track of Unrelated Business Income Tax (UBIT), and whether or not reporting needs to occur (See the [UBIT – Tax Status and Determination Guide](#) (UBIT). See the Accounting Office website for more information. Units uncertain whether their revenue-generating project falls under UBIT should answer the [UBI Non-Financial Questionnaire](#))
- Ensuring compliance with any applicable university obligations, such as:
 - Confidentiality
 - Performance
 - Payments
 - Obtaining a certificate of insurance for the other party (to be sent by Risk Management, if required)
 - Use of university names, logos, and other trademarks (in collaboration with University Advancement if usage rights have been granted)
 - Partnering on contract related activities with the other party, including:
 - o Scheduling meetings or updates
 - o Planning for expiration or renewal of the agreement

Central Procurement Services

If Central Procurement Services reviews and signs an agreement, the unit requesting the agreement is responsible for contract management, including but not limited to the following:

- Acknowledging receipt of goods/services and authorizing payment
- Keeping any documents that might be needed for a pending audit, litigation hold, or Public Records Act (PRA) requests
- Ensuring compliance with any applicable university obligations, such as:
 - o Confidentiality
 - o Performance
 - o Payments
 - o Obtaining a certificate of insurance for the external party
 - o Planning for future expiration or renewal of agreements through communication with Central Procurement Services

If the contracting unit experiences a problem with the other party’s performance or the obligations of the agreement, the unit should immediately contact Central Procurement Services.

Appendix A - Contracting Offices

Business Contracts (BC)

Contact Information

UCR Procurement Services
Attention: Business Contracts
900 University Avenue
Riverside, CA 92521
(951) 827-3745
buscon@ucr.edu

Description

The Office of Business Contracts (BC) processes a wide variety of contracts. Once a unit identifies a business or service opportunity, the unit should contact the UCR BC Administrator at buscon@ucr.edu to process the request. The BC Administrator reviews the agreement and coordinates the negotiation of certain terms, engaging Subject Matter Experts (SMEs) as needed. When approved by BC, the agreement is returned to the unit to obtain the other party's signature. Following receipt of the partly-signed contract, BC countersigns and returns it to the unit for contract management.

Important: All applicable compliance obligations, such as insurance requirements are the responsibility of the unit.

Types of Contracts

The Office of Business Contracts handles the following types of contracts:

Amendment

An Amendment is an agreement that modifies a pre-existing agreement already in effect between the parties. For example, the parties to a service agreement that will expire on a certain date may wish to execute an amendment to extend the term of their original agreement. BC handles amendments, including extensions, for the types of contracts listed in the BC section of the Guide.

Business Contract

A Business Contract is a generic term for an agreement with an outside entity that is intended to accomplish a university business objective or govern a business activity that generates revenue for the university.

Confidentiality Agreement (Non-Disclosure Agreement)

A Confidentiality Agreement is an agreement between parties to keep certain information confidential (sometimes also referred to as a "non-disclosure agreement"). Confidentiality agreements are usually associated with a primary undertaking governed by a separate agreement. BC handles confidentiality agreements that are associated with the types of contracts listed in this BC Contracting Office section of the Guide. RED handles confidentiality agreements associated with industry-sponsored research as well as for proposals submitted to SPA.

Important: Confidentiality Agreements often include terms regarding rights to intellectual property that the person being asked to sign does not have the delegated authority to accept. Read more about signature authority under the Executing a Contract section of this Guide.

Education or Research Related Service Agreement

This type of agreement is an agreement under which the university provides certain education related services to an outside party (e.g., providing training to teachers in a school district or providing testing services to a governmental or non-governmental agency). Multiple campus contracting offices play a role in these types of agreements, including BC. Determining which office on campus handles each type of education related service agreement can be a challenge. The Contracting Office Decision Tree (Appendix D) was created to assist units in determining the most appropriate office to handle each type of agreement request.

Fee for Service

A Fee for Service agreement is an agreement with an outside entity under which the outside party is permitted to use unique university facilities on a fee-for-service basis. Test results generated under these agreements are exclusively owned by the outside entity, and the agreement must comply with APM-020 [University of California Regulation 4](#).

Instruction Agreement (also Executive Training or Program Delivery Agreement)

An Instruction Agreement is an agreement with an outside party under which the university provides a class or seminar or other educational instruction to the other party, using pre-existing educational materials (e.g., Executive Training Agreements and Program Delivery Agreements).

Note: If the university will create new educational materials as part of performing the agreement, or if the instruction is provided to university students, on-campus for credit, SPA or OTP will likely handle the agreement depending on the type of outside party (i.e., government, non-profit, or private).

License Agreements

A License Agreement is an agreement between the university and an external party under which the owner (or “licensor”) gives another party or parties (“licensees”) the right (“license”) to use something the licensor owns or controls, such as intellectual property. The Office of Technology Partnerships handles licenses for university inventions and for some copyrightable materials. BC handles certain copyright and trademark license agreements.

Copyright License Agreement

For a copyright license to be handled by BC the work must already exist (i.e., it will not be created under the agreement) and the Regents must have sufficient rights in or ownership of the work in order to enter into the agreement. In addition, credit should be given in the work that utilizes university copyrighted material, such as: “© year UC Regents. All rights reserved.” Some examples of copyright license agreements include:

Content Copyright License (reprint of licensed work)

This type of agreement governs the terms under which a party may reprint all or part of a copyrighted work in a book, abstract, etc. The license is generally revocable, non-exclusive, non-transferrable, and remains in effect until the term of the copyrightable work in which it is reprinted expires. Permission language must be included.

Video Footage or Photography License

The campus maintains extensive archives of video footage and still photography. The campus may grant a license for use of these assets, as long as copyright ownership can be determined to be held by the Regents. In some instances, and if a trademark is recognizable in the footage or photo, the license may grant permission for use of both copyright and trademark.

Limited License Agreement

The campus works with the company to vet companies wishing to apply campus trademarks to retail products. Sometimes, however, the campus does not have a licensee that can supply exactly what is required, such as a specialty fabric or some sort of commemorative medallion. In that case, BC can execute a limited license agreement for either the one-time creation of a product, or for the creation of a product for a limited period of time only (e.g., three to six months).

Retail License Agreement

As noted above, the campus works with a company to vet applicants who wish to obtain a retail license agreement for a wide variety of goods and services. A retail license agreement includes an annual minimum guarantee, royalty rate, and other terms and conditions, and it is generally valid for a one-year term with an option or options for renewal. Licensees must also sign and agree to uphold the system-wide University of California [Code of Conduct for Trademark Licensees](#), which helps to ensure fair treatment of workers throughout the supply chain, and join the Fair Labor Association (FLA), a non-governmental organization which, along with the Worker Rights Consortium (WRC), assist the University of California (UC) in monitoring compliance to the Code. BC does not have direct responsibility for this activity, but it helps to support the social responsibility (e.g., labor standards of the supply chain manufacturing UC-logoed goods) activities associated with the program.

Social Media and Application Agreement

This type of agreement grants use of campus trademarks in UCR-related social media and applications (i.e., “apps”). Non-retail applications must be vetted by BC and the Office of University Communications, as well as by other campus units if needed, and must provide a public benefit. Licenses are typically granted for one year, with the possibility of renewal. UCR sometimes issues “hybrid” licenses granting both copyright (for university developed content) and trademark permission in one single agreement.

Memorandum of Understanding (for exchange of students)

A Memorandum of Understanding provides terms and conditions for the exchange of students between UCR and another scholarly institution.

Sponsorship Agreement

Under a Sponsorship Agreement, an entity (i.e., sponsor) provides goods, services, and/or a financial contribution in return for approved recognition of the sponsor. A new sponsorships must be in compliance with the [UCR Sponsorship Policy](#), which is overseen by the Office of University Advancement.

Student Placement Agreement

A Student Placement Agreement is an agreement that establishes a relationship between the university and another educational or public service organization related to a shared educational or public service goal. UCR typically executes these types of agreements with hospitals, rehabilitation centers, elementary and secondary schools, or educational or research organizations. The agreements provide UC students with internship placement opportunities and other similar learning and teaching experiences, while receiving academic credit. Although these agreements are sometimes referred to as “Affiliation Agreements”, they are more appropriately entitled Student Placement Agreements. In general, unless the facility in which Riverside is placing a student demands an agreement, the university prefers to memorialize student academic placement agreements in a non-binding manner.

Student Training (no academic credit)

A Student Training agreement is an agreement with an outside organization under which students enrolled in university programs obtain training or work experience off campus, but typically not for academic credit.

Student Teacher Training

A Student Teacher Training agreement is an agreement under which university students are assigned to various student teaching positions in local school districts for specific periods of time.

Performance Agreements

UCR executes various performance agreement contracts either with the artists directly, or with the artist's management, agent, or tour producer. The performance fee can range from \$100 to \$150,000 for single or multiple day services. All performance agreements should be executed using UCR Performance Agreement templates. Performance agreements define the terms and conditions needed to meet the performance requirements and are negotiated for the most favorable terms using UCR standard performance agreement templates as supplied by Business Contracts. Performance artistic riders are typically edited, then attached to the university agreements.

Facility Use Permit

A Facility Use Permit is a short-form license for a very limited use of a facility, such as an off-site classroom rental, use of meeting space, or rental of an athletic facility. BC reviews and executes Facility Use Permits for use of off-campus property by university units, excluding the following Travel and Entertainment contracts, which are handled by Procurement Services:

- Contracts for overnight occupancy at hotels or conference facilities
- Contracts for off-site events that include the serving of food, beverages, or other catered items, such as departmental conferences, retreats or picnics

Facility Use Permits for use of university property by outside entities are handled by the department responsible for overseeing the facility.

Chief Compliance Office

Contact Information

Chief Compliance Office

365 Skye Hall

Riverside, CA 92521

(951) 827-6228

<http://compliance.ucr.edu>

Description

The Chief Compliance Office provides advice and assistance in evaluating privacy risks in agreements, typically arising around the collection, use, and sharing of information about individuals.

Types of Contracts

Agreements that present novel legal questions under applicable privacy regulations, entail controversial privacy practices, or call for practices that are in conflict with UC privacy policies or standards that may require the involvement of campus or outside counsel. The Chief Compliance Office, Information Security and Policy unit, and campus counsel have jointly established a program to assist campus units with those high-risk agreements.

Human Resources

Contact Information

UCR Human Resources
900 University Avenue
University Village, Suite 208
Riverside, CA 92521
(951) 827-5588
[HR Staff Directory](#)

Description

Human Resources reviews and advises on employment contracts for non-represented Personnel Policies for Staff Members (PPSM) titles.

Campus units may consider filling a need for temporary services through the use of an employment or vendor contract. Prior to requesting assistance from Human Resources to create such a contract, units should review carefully the differences between vendor contracts and employment contracts included on the Human Resources [Recruitment Policies & Procedures](#) webpage. This webpage assists units in selecting the most appropriate option for the unit's service needs by providing information about the different service types and how to choose a vendor or employment contract.

Important: Before hiring an employee on an employment contract, units must first consult with the unit's HR Business Partner or Recruiter.

Key considerations include:

- Only non-represented titles can have employment contracts.
- The job must be classified.
- Employment contracts must have an end date.
- Employment contracts are drafted for the hiring manager by the HR Business Partner in response to a negotiated agreement, and are situation specific.
- Employment contracts must meet specific legal, contractual, and policy requirements.

Details of Employment contracts may be found at Riverside HR [Employment Contracts](#).

Information Technology Solutions: Information Security Office

Contact Information

Information Technology Solutions (ITS)
Information Security Office (ISO)
900 University Avenue
Riverside, CA 92521
dewight.kramer@ucr.edu

Description

The Information Security Office (ISO) helps the campus appropriately protect institutional information and IT resources. In addition, the ISO provides advice and resources to the contracting offices to help ensure that contracts with outside entities also include appropriate protection of campus institutional information and IT resources.

Protecting Confidentiality of Sensitive Institutional Information and IT Resources

At UCR, protecting our Institutional Information and IT Resources is critical to our mission of teaching, research, public service and health care. UC's Electronic Information Security Policy ([IS-3](#)) follows a risk-based approach to prescribe controls based on the need to achieve a specific Protection Level or Availability Level. UCR's investment in security controls is commensurate with the level of need for protection or availability of the Institutional Information. UCR units must ensure that agreements with Suppliers contain security requirements that are consistent with IS-3 policy and supporting standards for the protection of and access to Institutional Information and IT Resources.

UCR units must ensure that Supplier agreements:

- Incorporate into the purchase agreement the applicable Institutional Information and IT Resource security requirements (reference UC Appendix – Data Security).
- Consider the UC Terms and Conditions of Purchase in the agreement and changes in information security requirements.
- Receive approval from the CISO on the information security requirements for Critical IT Infrastructure.

Suppliers subject to the Payment Card Industry (PCI) Data Security Standard must sign, or have incorporated into the purchase agreement, the applicable PCI security requirements, terms and conditions.

Suppliers who qualify as a Business Associate under HIPAA/HITECH must sign a UC-approved Business Associate Agreement (BAA).

Suppliers subject to other terms and conditions specified by law or regulation must have the applicable terms included in the agreement.

Office of Legal Affairs

Contact Information

Office of Legal Affairs/Campus Counsel
3148 Hinderaker Hall
Riverside, CA 92521
(951) 827-5077
[OLA Staff Directory](#)

Description

The Office of the Chancellor's Office of Legal Affairs provides advice and assistance in negotiating and reviewing various Riverside contracts.

Services Provided

The Office of Legal Affairs (OLA) assists campus offices to draft complex or novel contracts. OLA also supports the contracting offices that have delegated contracting authority in analyzing, documenting, and describing the resolution of legal issues that arise as part of the contracting process. Occasionally, OLA is designated by senior campus leadership, or by a contracting office, to be the lead office for the drafting of complex or novel agreements in partnership with the office holding signature authority.

OLA also drafts non-binding documents that memorialize understandings between UC and non-UC parties, but do not impose binding obligations upon signatories. Such agreements could describe informal arrangements between UC and other academic institutions, governmental entities, or private companies.

Upon request, OLA will also review un-executed contracts to confirm that the agreements are consistent with university policy and law and reflect the business terms agreed to by the contracting office.

Important: OLA's approval is required when offices with contracting authority use Office of the President form documents for an agreement that, when completed, deviates substantively from the terms set forth in the original UC forms.

OLA has delegated authority to sign agreements that provide for delivery of legal services to the campus. OLA is the only campus office that has delegated authority to sign legal services agreements with attorneys.

When to contact the Office of Legal Affairs

When a party to a contract is failing to meet its obligations to the campus, or a campus unit is accused of failing to meet its obligations under a contract, the office that manages the contract should contact OLA immediately for advice and potential assistance in resolving disputes.

Office of Technology Partnerships

Contact Information

UCR Office of Technology Partnerships
245 University Office Building
Riverside, CA 92521
(951) 827-7941
tp@ucr.edu

The Office of Technology Partnerships (OTP) encompasses Technology Commercialization, Corporate & Strategic Partnerships, Corporate (Industry) Research Contracts and Innovation & Entrepreneurship. The mission of the OTP is to catalyze the translation of university research and discoveries to the private sector and to provide opportunities for the faculty, students and community at large to explore entrepreneurial endeavors. The structure of the OTP as one integrated unit, allows it to be highly effective in interacting with the private sector and the internal stakeholders as they aim at seeking collaborations with the private sector.

Corporate Research Contracts

Description

Corporate Research Contracts (CRC) is within the OTP and is responsible for all industry-sponsored research activities and handles the types of contracts as shown below. CRC also negotiates and signs confidentiality agreements and agreements for research materials, data, and software provided to UC researchers by third parties. CRC advises the campus community on ways to work with industry and how to initiate and structure relationships with companies.

Types of Contracts

CRC handles the following types of contracts:

Amendments

An Amendment is an agreement that modifies or extends the term of an agreement issued by CRC that is already in effect between the parties.

Confidentiality Agreement (also known as a Non-Disclosure Agreement or NDA)

A Confidentiality Agreement is an agreement between parties to keep certain information confidential. Confidentiality agreements often include provisions regarding the ownership of intellectual property. Please note that often the person who is being asked to sign the agreement does not have the delegated authority to sign such an agreement. OTP handles NDAs for information provided by a third party to UC Riverside and vice versa. Confidentiality agreements are usually associated with a primary undertaking that is, or will be, governed by a separate agreement. OTP also handles confidentiality agreements that support activities for agreements involving for-profit companies while SPA handles confidentiality agreements that support clinical research and non-industry sponsored activities ultimately handled by SPA.

Data Use Agreements (DUA)

A Data Use Agreement is a type of Material Transfer Agreement that is used for the transfer of research data from a provider institution or company to another for research purposes. Data Use Agreements involving for-profit companies are managed by CRC, while SPA handles DUAs that support non-industry sponsored activities. In reviewing DUAs, CRC ensures compliance of human subjects review requirements or export control provisions as needed. Some Data Use

Agreements contain conditions and restrictions that require negotiation, while others are in place for tracking purposes only and can be completed in a short period of time.

Industry Affiliate Program Agreements

UC Riverside has a wide range of industry affiliate programs across many disciplines. These programs facilitate interactions between industry and teams of campus researchers working in a similar area of interest. Members contribute to the support and research activities of an affiliate center and in return are invited to meetings or presentations, receive copies of reports or publications, and have the opportunity to recruit students as employees. Members may have rights to intellectual property created under the funding of the program, but the rights are shared among members.

Industry Collaboration Agreements

Many researchers work with companies as part of a collaboration. Some collaborations are funded, others not. CRC manages all collaborations between industry and university and ensures that in a Collaboration Agreement, the intellectual property terms and publication rights are consistent with UC policies.

Industry Sponsored Research Agreements (SRAs)

Companies sponsor research with university researchers under industry Sponsored Research Agreements. These agreements are expected to generate intellectual property (IP) and publishable research. SRAs have a specific scope of work and budget and usually the company sponsor will expect certain rights to the IP created in performance of the research. Under the terms of an industry SRA, UC owns the IP created and protects the right of the researchers to publish results. CRC has signature authority for Industry Sponsored Research Agreements.

Master Research Agreements

Companies who sponsor research with university researchers may plan to do so on a regular basis and ask the university to negotiate a Master Research Agreement. The terms of a Master Research Agreement will be like those of a standard Research Agreement. Work performed under a Master Agreement will usually be described in a separate Implementing letter or Task Order, although some companies simply use the same agreement for each project. CRC negotiates and signs Master Research Agreements and the individual research project agreements.

Material Transfer Agreement (MTA)

A Material Transfer Agreement is used for the transfer of materials (e.g., biological materials, chemicals, software, data, etc.) from a provider institution or company to another for research purposes. CRC manages MTAs for materials coming in and out of UCR. MTAs must be reviewed and signed by CRC. CRC ensures compliance with animal use, environment, health and safety, and human subjects review requirements as needed. Some MTAs contain conditions and restrictions that require negotiation, while others are in place for tracking purposes only and can be completed in a short period of time. Data Use and Software Licenses are sometimes referred to as a Material Transfer Agreements.

Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) Program Agreements

The government of the United States has made commercialization of university research a high priority and, to that end, has established two programs to allow small businesses to enhance their technological potential through research with a university partner. The SBIR and STTR programs provide an incentive to companies to more easily commercialize university-created technologies. CRC manages the proposals to the government for these programs, since these agreements involve industry partners. If a proposal is chosen for funding by one of the eleven federal agencies participating in the program, CRC will negotiate and complete the research agreement with the industry partner.

Software License Agreements (SLA)

A Software Licensing Agreement is an agreement with a software developer or a software company for software that will be used by a single campus investigator or research group to perform a research project. SLAs are similar to Data Use and Material Transfer Agreements in that these agreements allow third party research resources to be provided to campus researchers. Typically, an SLA handled by CRC is unlike those handled by Procurement Services in that the agreement is not a seat license or license for commercially available software. License agreements to use university copyrightable software are managed by CRC.

Planning, Design & Construction

Contact Information

Planning, Design & Construction
900 University Avenue
1223 University Village, Suite 240
Riverside, CA 92521
(951) 827-4064
carmen.long@ucr.edu

Description

The Office of Planning, Design & Construction unit is responsible for the formation and administration of agreements for professional, architectural and construction services on the Riverside campus. These services are provided in compliance with UC system-wide and Riverside campus policies and procedures in addition to applicable local, state, federal, and international laws, rules, and regulations. Related activities include the development and execution of capital projects, such as new construction, retrofitting, restoration, and landscape. Contracts are processed and executed for architects, engineers, and related professional services, as well as the many and various construction contractors needed to implement capital work on the Riverside campus. Construction, development and design can be a complex area.

For additional information, please consult the [University of California Facilities Manual](#).

Types of Contracts

The Office of Planning, Design & Construction unit handles the following types of agreements:

Construction Services Agreements

Construction Services Agreements executed include Mini Form Contracts for work valued at less than \$300,000, Informal Form Contracts for work valued at less than \$640,000 and Long Form contracts, CM at Risks, Design-Builds, Multiple Primes, for any university construction, whether it is new, tenant improvements or for maintenance, that has a construction cost of more than \$640,000.

Important: Only Planning, Design & Construction may execute a contract to build or perform other campus improvements.

Executive Design Professional Agreements – Design and Engineering

An Executive Design Professional Agreement (EDPA) is used to contract with executive architects and executive engineers who are licensed within the state of California. This type of agreement is used when stamped drawings are produced. For services exceeding \$100,000, including reimbursable expenses, a Request for Qualifications will be implemented in order to select the most qualified firm for the applicable services. For services that will not exceed \$100,000 and are related to a project that is low-risk in nature, an EDPA-Lite may be used; it is a simplified version of the EDPA.

Professional Services Agreements – Consultants

A Professional Services Agreement (PSA) is used when hiring consultants to perform feasibility studies, land surveys, environmental studies, planning, testing, cost estimating, construction project management, and other facility related services. For services exceeding \$100,000, including reimbursable expenses, a Request for Qualifications will be implemented in order to select the most qualified firm for the applicable services.

Procurement/Central Procurement Services

Contact Information

UCR Procurement Services
900 University Avenue
Riverside, CA 92521
purchasing@ucr.edu

Description

Central Procurement Services (CPS) supports the academic and research mission of the university by delivering savings and efficient procurement services while protecting the university through compliance with UC policy and applicable local, state, and federal laws and regulations. CPS has the authority to identify a Low Value Procurement Authorization (LVPA) threshold and delegate, as appropriate, for campus eBuy users to purchase common and unrestricted goods and services

Important:

- 1) Purchases that require the university to accept terms and conditions or return a signed agreement by the supplier (including signed credit applications, or software license agreements accepted by checking a box on the website) are not included in the LVPA delegation, regardless of the dollar value of the agreement. These types of purchases should be submitted to CPS on an eBuy Requisition.**
- 2) CPS is the only department with the delegated authority to sign Purchasing Agreements.**

Types of Contracts

CPS handles the following types of contracts:

Catering Agreements

A Catering agreement is an agreement with an outside entity for food, beverages, or other catering goods and services for university employees or guests. These agreements require specialized language and insurance based on the size and scope of the entertainment activity and are subject to [Purchases of Goods and Services](#) and [Business Meetings and Entertainment](#) policy requirements.

Charter Transportation Services (Buses, Airplanes, etc.)

A Charter Transportation Services is an agreement with an outside entity for chartered transportation on buses, shuttles, airplanes, or boats. These agreements require specialized language and insurance coverage appropriate to the type of vehicle being chartered and the size and composition of the university parties receiving transportation.

Cloud Computing Services

A Cloud Computing Services agreement is an agreement with an outside individual or entity for cloud computing services to meet university business needs. (See also the section titled, "Software License, Software as Services, and Software Support" on the next page). This template includes specialized language for accessibility, including data ownership, data and information security, and performance standards.

Confidentiality Agreement (Non-Disclosure Agreement)

A Confidentiality Agreement is an agreement between parties to keep certain information confidential (also referred to as a non-disclosure agreement). It often includes provisions regarding the ownership of intellectual property that the

person being asked to sign the does not have the delegated authority to execute. Confidentiality agreements are usually associated with a primary undertaking that is, or will be, governed by a separate agreement.

Health Insurance Portability and Accountability Act (HIPAA) Business Associates Agreement

A HIPAA Business Associates Agreement is an agreement with an outside individual or entity that is executed when a supplier will create, receive, maintain, or transmit protected health information according to the requirements of HIPAA.

Hotel, Restaurant, and Conference Center Agreements

Hotel and conference center agreements are a specialized and limited use of third party facilities for meetings, conferences, retreats, and lodging. These agreements typically involve food or beverage service, or overnight occupancy. These agreements are subject to several University of California policies depending on the scope of services, including [Purchases of Goods and Services](#), [Business Meetings and Entertainment](#), and [Travel Regulations](#) policy.

Independent Consultant Agreement

An Independent Consultant Agreement is an agreement with an outside individual or entity for consulting services to provide expert advice and recommendations to satisfy university business objectives and activities. The services provided must be advisory in nature and provide a recommended course of action or personal expertise. CPS works closely with Human Resources to confirm the situation qualifies as an independent consultant versus employment relationship.

Lease Agreement

A Lease is an agreement with an outside entity for the lease of goods with or without an option to purchase at the end of the lease.

Professional Services Agreement

A Professional Services Agreement is an agreement with an outside individual or entity for professional services to meet university business needs. Professional services are usually defined as requiring a professional license and the service provider is able to obtain Errors and Omissions insurance for the services being performed. Examples of professional services include legal counsel and medical services.

Purchase of Common Goods and Services

A Purchase of Common Goods and Services agreement is an agreement with an outside entity for the purchase of goods or services to meet university business needs.

Software License, Software as Services, and Software Support

Software License, Service, or Support agreements are agreements with an outside individual or entity for software licenses, rights to use software, and hosted support services to meet university business needs. A Click-Through agreement is a type of software agreement. Licenses and agreements to use software and software services require specialized language for software services, including data ownership and protection.

Strategic Sourcing Agreements

A Strategic Sourcing Agreement is an agreement with an outside entity for the purchase of goods and or services for a specific period of time across more than one unit or campus. No dollar amounts are guaranteed for purchase.

Real Estate Services & Asset Management

Contact Information

UCR Real Estate Services & Asset Management
900 University Avenue
University Village, Suite 240
Riverside, CA 92521
(951) 827-2682
[RES Staff Directory](#)

Description

Real Estate Services & Asset Management (RESAM) is the university's Real Estate division that is responsible for negotiating the financial and business terms of Riverside's real estate activities. RESAM administers commercial leases for campus units that need off-campus space and for non-campus entities that want to lease campus space. RESAM negotiates, drafts, reviews, and executes a variety of real estate agreements, such as leases, license agreements, easements, purchase and sale of property, lease extensions, amendments, asset management for on/off campus leased facility, and facility use-permits for use of on/off-campus space. RESAM also processes transactions for the Mortgage Originations Program (MOP), in addition to administering the faculty/staff housing program, which provides homes for lease to incoming and existing faculty and staff.

Types of Contracts

Real Estate Development & Portfolio handles the following types of agreements:

Facility Use Agreements

A Facility Use Agreement is a short-form license for a very limited use of a facility, such as an off-site classroom rental, use of meeting space, or rental of an athletic facility. RESAM reviews and executes Facility Use Permits for use of off-campus property by university units, excluding the following Travel and Entertainment contracts, which are handled by Procurement Services:

- Contracts for overnight occupancy at hotels or conference facilities
- Contracts for off-site events that include the serving of food, beverages, or other catered items, such as departmental conferences, retreats or picnics

Facility Use Agreements for use of university property by outside entities are handled by the campus building overseeing the facility. See the RESAM Facility Use Agreements on the RESAM webpage for additional information.

Lease Agreements

A Lease is an agreement in which the landlord agrees to give the tenant the exclusive right to occupy real property (usually for a specific term) and, in exchange, the tenant agrees to give the landlord some sort of consideration ("rent"). A lease transfers to the tenant a leasehold interest in the real property and, unless otherwise provided in the lease, a lease is transferable and irrevocable. Leases are used for the rental of commercial office, retail, or lab space; or for residential housing contracts for UC researchers or scholars.

License Agreements

A License grants permission by the landlord to an individual or an entity to use real property for a specific stated purpose, such as off-site academic research on public or private land, or shared office or workstation space. Unlike a

lease, a license does not transfer an interest in the real property. It is personal to the licensee only and any attempt to transfer the license terminates it. A license is usually revocable and can be either exclusive or non-exclusive.

Property Easements

An easement is a legal right to use another's land for a specific limited purpose. In other words, when an entity is granted an easement, they are granted the legal right to use the property, but the legal title to the land itself remains with the owner of the land. An example of an easement would be an electrical utility easement that will connect a facility to the power grid.

Development Agreements

RESAM also administers property development agreements that allow for the development of university property or the development of off-campus property, tailored for the use of the university, with a lease agreement commencing upon the completion of the development of the facility.

Asset Management

RESAM manages all on/off campus leases for the respective departments, and collects or pays the rents and all administration associated with managing of these leases. For example, RESAM would process unlawful detainers in the case of lease default by a tenant, or help to manage repairs of an off-campus facility, with a landlord.

Risk Management

Contact Information

Risk Management
900 University Avenue
Riverside, CA 92521
(951) 827-5528
risk@ucr.edu

Description

In accordance with the Regents' Business & Finance Bulletin BUS-63 on [Insurance Requirements and Certificates of Insurance](#), the Risk Management office reviews and approves the insurance and indemnification language in campus contracts.

Services Provided

- Inclusion of standard insurance and indemnification language
- Review of non-standard language proposed by the other party
- Review of certificates of insurance to ensure compliance with agreements
- Workers' Compensation policies and information

Importance of Insurance and Indemnification

Although the vast majority of Riverside contracts are fulfilled without problems, when a problem arises it can cost millions of dollars to fix. For this reason, the University of California requires that insurance and indemnification language be included in every contract.

Indemnification language spells out who will be responsible for a problem. Insurance language spells out what types and amounts of insurance are necessary to guarantee that the other party has the financial means needed to pay for its responsibilities under the indemnification language.

Important Risk-related Contract Terms

The following list highlights three important risk-related contract terms. Failure to abide by the terms of a contract may result in the campus unit and/or the university suffering substantial preventable economic losses.

- Negligence is the failure to take reasonable steps to prevent harm to others.
- Liability is the obligation to pay for a financial loss.
- Indemnification is the reimbursement required for a financial loss.

Policies

Contracting is governed by various Riverside Risk policies. For more information on specific policies, please visit the [Risk Management](#) website.

When to contact Risk Services

Contact Risk Management anytime the other party to a contract proposes insurance or indemnification language different from the university's standard language.

School of Medicine

Contact Information

School of Medicine
900 University Avenue
14350 Meridian Parkway, Room 1135
Riverside, CA 92521
(951) 827-4523
mina.nolan@medsch.ucr.edu

Description

Contracts for the provision of, or receipt of health care services are subject to the [School of Medicine's Contracting Policy](#) and should be directed to the School of Medicine's Contract Management office. This includes any business relationship wherein either party is a physician or the immediate family member of a physician. Immediate family member includes: husband or wife, birth or adoptive parent, step-parent, child, sibling, in-laws, and the spouse of a grandparent or child. Contracts that are entered into by Health Sciences can be distinguished by two general categories, referral source agreements and non-referral source agreements. Transactions between referral sources, if permitted under law, require referral-source agreements, which are governed by a variety of health care specific laws and regulations. These agreements require significant input from and review by the Compliance Department and Campus Counsel.

Business Associates

Vendors providing services on behalf of UCR Health who will encounter protected health information (PHI) in the course of their work are business associates. Federal law requires Business Associate Agreements (BAA's) where such services are in place. Likewise, if UCR Health is performing a service on behalf of another covered entity and will encounter PHI in the course of that service, a BAA is required.

Vendor Screenings

As a participant in Federal and State healthcare reimbursement programs, UCR Health must screen vendors against the federal and state exclusion databases. Vendors who have been excluded are barred from transacting business with UCR Health.

School of Medicine Compliance

Contact Information

UCR School of Medicine Compliance
900 University Avenue
Riverside, CA 92521
(951) 827-3257
<https://medschoolcompliance.ucr.edu>

Description

The School of Medicine's Compliance Advisory Services department provides compliance oversight and guidance to the School as well as to the University's health system ("UCR Health"). Overseen by a Compliance Committee and Chief Compliance and Privacy Officer, the department strives to ensure that the care provided to UCR Health's patients is based upon medical necessity, is provided by qualified professionals in approved settings, is documented, coded, and billed correctly, and that it respects patients' rights. Transactions involving the School of Medicine present unique considerations because they may be governed by multiple health care-specific laws and regulations. Compliance Advisory Services works collaboratively with Procurement and the SOM Contracting office to address multiple issues that arise in the contracting process.

Among other things, Compliance Advisory Services:

- Analyzes and advises on Business Associate Agreements and Data Security Agreements
- Performs security risk assessments on all new technology purchases accessing University systems or protected health information (PHI)
- Screens all new and current vendors through multiple federal and state exclusion lists on a monthly basis
- Collaborates with counsel to address legal and regulatory risks related to potential business transactions (e.g. ensuring FMV, addressing Stark and Anti-Kickback issues).
- Advises on and audits privacy practices
- Ensures appropriate review of payments to and from referral sources
- Monitors vendor controls (such as access to practice sites, product samples, etc.)

Sponsored Programs Administration (SPA)

Contact Information

UCR Sponsored Programs Administration
900 University Avenue
245 University Office Building
Riverside, CA 92521
(951) 827-5535
[SPA Staff Directory](#)

Description

The Sponsored Programs Administration (SPA) supports and advises campus researchers and their staff with a variety of extramural endeavors and funding transactions. Dedicated staff in SPA serve as UCR's institutional officials responsible for the review and submission of proposals to extramural sponsors for research, training, instructional and other activities. SPA is also responsible for award negotiation and acceptance on behalf of The Regents for projects funded by federal and state agencies, foundations, corporations, and other public and private sources.

The types of contracts processed by SPA in support of the above activities are determined in large part by the needs of the sponsor supporting the work. Although SPA prefers agreements based upon the university's preferred terms and conditions, the sponsor determines the agreement type and initial contract requirements. SPA then negotiates the final terms and conditions of the agreement with the sponsor on behalf of the university and the Principal Investigator (PI).

The [Proposal Development](#) section of the SPA website includes helpful information about developing a proposal and includes key information for PIs about proposal preparation and submission.

Types of Contracts

The following is a list of the most common types of agreements processed by SPA:

California Marketing Board Agreements

These agreements for work sponsored by the California Marketing Boards were created by the California Department of Agriculture as a way of supporting the California agricultural economy. The various boards are made up of growers of each commodity, such as olives, avocados, raisins, and grapes. The boards fund research performed by UCR.

Clinical Research Agreement

A Clinical Research Agreement is an agreement in which research is performed in a clinical setting. The research protocol may be designed by a sponsor or by the UC researcher and, since it involves human subjects, it will require an Institutional Review Board (IRB) review. Visit the [Office of Research Integrity webpage](#) for additional information.

Confidential Disclosure Agreement

A Confidential Disclosure Agreement (CDA) is an agreement between parties to keep certain information confidential. CDAs are usually associated with a primary undertaking that is, or will be, governed by a separate agreement. Please note that often the person who is being asked to sign the agreement does not have the delegated authority to sign such an agreement. SPA handles CDAs that support activities for clinical research and non-industry sponsored activities.

Cooperative Agreements

A Cooperative Agreement is a support mechanism that is very similar to a grant. This type of agreement is typically used when the sponsor plans to have substantial federal scientific or programmatic involvement in the sponsored project.

Substantial involvement means that before, during, and after the award the sponsor’s scientific or program staff may work with university project personnel to assist, guide, coordinate, or participate in project activities.

“Flow-Through” Agreements

Flow-Through Agreements occur when a sponsor issues a grant, contract, or cooperative agreement to an outside entity and the entity subsequently issues a sub agreement to UCR. The terms of the original agreement then “flow through” to the university. In such cases, SPA is responsible for negotiating the terms of the sub agreement (also known as an Incoming sub award) on behalf of the university to ensure that appropriate terms for institutions of higher education have been applied and that the project being supported is in compliance with university rules and regulations. When the original source of funding is clearly a federal agency, the sub agreement is subject to 2 CFR Part 200 (“Uniform Guidance”), Subpart F – Audit Requirements, and SPA also makes certain that the agreement is established in compliance with the Uniform Guidance.

Grants and Contracts

A “grant” benefits the university by supporting activities that relate to the university’s mission of teaching, research, and public service. A “contract” is issued by a sponsor and it benefits the sponsor who acquires property or services from the university through the agreement. Both grants and contracts require that the funds be used to accomplish specific objectives, i.e., the funds are restricted for a particular purpose, within an approved project period without substantial programmatic involvement by the sponsor. Grants and contracts typically require the recipient to provide technical and financial reports. In general, there are greater performance expectations associated with contracts, including project milestones and detailed deliverables (e.g., reports) that are tied to payments.

Memorandum of Understanding or Collaboration Agreement

Researchers often collaborate or share research tools with other scientists or institutions without receiving funding. For many unfunded collaborations, a written agreement is beneficial or necessary to set out expectations, terms, and requirements to protect the interests of the investigators and the participating organizations. Such agreements may also involve use of university property and space, faculty and student time, protocol for human and animal subjects that must be approved by university officials and compliance committees, etc.

A Memorandum of Understanding, or MOU, is one example of this type of agreement. MOUs take many forms and may be referred to by other titles, such as Memorandum of Agreement or Collaboration Agreement.

Important: Regardless of the label, unfunded collaborations can carry the same obligations as funded contracts, so faculty and staff should not enter into such agreements without prior review and execution by SPA serving as the authorized organizational representative.

Multiple Campus Awards (MCAs)

A Multiple Campus Award (MCA) is the type of transaction used to transfer funds between two campuses within the University of California system in support of a collaborative sponsored activity. Such transactions are not considered “sub agreements” because the funds awarded to one campus within the University of California system are being transferred to another campus within the same system. A standard MCA format developed by the University of California Office of the President (UCOP) is used to award funds from one campus to another. The MCA includes and flows down the terms and conditions of the prime award to other participating UC campuses.

No Cost Extension or Supplement Requests

When circumstances prevent a Principal Investigator (PI) from achieving project objectives by the agreement expiration date and awarded funds are still available, a No Cost Extension (NCE) request should be requested and processed through SPA. If approved, this request will allow the PI more time to complete the scope of work without requesting additional funds from the sponsor. After the sponsor notifies SPA that the NCE has been approved, SPA will process a modification to the agreement with the sponsor, if required.

Requests for supplemental funds to complete a project must also be processed through SPA to ensure that that university records reflect any additional spending authority authorized by the sponsor. After the sponsor notifies SPA that the supplement has been approved, SPA will process a modification to the agreement and issue a Campus Award Notice.

Outgoing Sub Agreements

A sub award is an agreement with a third-party organization performing a significant portion of a UC Riverside sponsored project or program. (Note: A sub award is not a vendor or contractor relationship agreement.) The sub recipient is expected to be involved in programmatic decision-making and to comply with all compliance requirements of the prime award. At the request of the PI, SPA establishes and negotiates all such outgoing sub agreements under SPA-processed awards and contracts.

Important: PIs interested in establishing a sub agreement with the third party must submit a request to SPA after the prime award has been funded (if such third party was not included in UCR's funded proposal).

Teaming Agreement

A Teaming Agreement is used when two or more parties want to collaborate in producing a proposal in response to a solicitation. All parties agree in advance how they will work together and that they will work together if the award is made. Prior to submitting a proposal to a governmental or non-profit sponsor, the UCR interested parties must contact SPA for consultation. Should a confidential disclosure agreement (CDA) also be required of the participating parties, SPA will negotiate and execute this aspect of the agreement.

Visitor Agreement

The employer of a visiting fellow or other visitor to campus sometimes requires an agreement that specifies the terms of the visitor's participation in research on campus, often addressing issues, such as intellectual property rights. Prior to the visitor participating in any sponsored research activities set up through SPA, the Riverside party or parties must contact SPA for consultation about the terms of the visiting agreement.

Technology Commercialization

Contact Information

UCR Office of Technology Partnerships
245 University Office Building
Riverside, CA 92521
(951) 827-7941
otc@ucr.edu

Description

Technology Commercialization (TC) within the OTP at the UC Riverside (UCR) facilitates the development, protection and commercialization of UCR's campus research and intellectual property (IP). TC assists in the invention disclosure process of UCR's innovative technologies and the legal protection of researcher's developed intellectual property. TC seeks out commercial parties which in turn are licensed UCR's technologies, the goal being to bring technologies to the marketplace for the benefit to society. TC provides information and counseling for UCR's faculty and staff on all aspects of IP arising from their research activities, consulting relationships and industrial collaborations. TC also provides guidance to faculty on IP strategy to translate and commercialize their research. TC coordinates with OTP innovation and entrepreneurship programs and other agencies to promote local and regional economic development based on UCR research and innovations.

Types of Contracts

TC handles the following types of contracts:

Confidential Disclosure Agreement (CDA, also known as a Non-Disclosure Agreement or NDA)

TC handles CDAs for confidential information related to UCR inventions that is being disclosed to a third party. As the authorized signatory, TC puts in place CDAs/NDAs on behalf of the university.

Intellectual Property (IP) Rights Management

TC performs the following actions related to IP Rights Management:

- Obtains IP rights assignments, which convey ownership for patents and certain copyrights, according to UC Patent and Copyright policies.
- Files and prosecutes patents on behalf of the University of California by executing Power of Attorney agreements with law firms in the U.S. and internationally. (Prosecution proceeds under the direction of IP managers in the OTL at every stage.)
- Provides instructions or agreements on patent issuance and maintenance, and payment of related fees.
- Enters into inter-institutional agreements with co-owners pertaining to IP rights management.
- Supports the Office of the General Counsel at the UC Office of the President (UCOP) with legal actions pertaining to IP rights, such as infringement and interference.
- Coordinates modifications to the UC patent acknowledgement in consultation with the UCOP Research Policy and Analysis Coordination (RPAC), a unit of Research and Graduate Studies.
- Supports the Corporate Research Contracts, Office of Sponsored Programs Administration (SPA), and other units on campus with IP clauses in research and collaboration agreements, visitor agreements, grant applications, strategic alliances and new ventures.

Intellectual Property (IP) Rights Out-Licensing

TC handles patent, copyright (including software), and tangible material license agreements in which university IP rights are conveyed to a licensee or company, including letter agreements, option agreements, license agreements, confidentiality agreements, stock purchase, shareholders, equity options or warrants in startup companies, settlements, etc.

Licenses to Sponsors of Research

TC issues IP licenses to the federal government, pursuant to federal statutes, and administers rights and protections to other sponsors, such as the Howard Hughes Medical Institute and to corporate sponsors of research.

Visitor IP Agreements

In consultation with Corporate Research Contracts, SPA, the UCOP RPAC, TC manages certain agreements pertaining to IP when university personnel visit another institution while still employed by the university and agreements with visitors who perform research at Riverside.

University Communications

Contact Information

University Communications

1156 Hinderaker Hall

Riverside, CA 92521

(951) 827-7847

[University Communications Staff Directory](#)

Description

[University Communications](#) works to enhance and protect the reputation of UC Riverside, and leads institutional branding, marketing, and communications activities. The office is comprised of the following units: [Brand and Creative](#), News & Information, Digital Marketing and Analytics, Video Production, and Executive Communications.

Types of Contracts

Filming on Campus

UC Riverside requires written permission for all filming, photography, and videography for commercial use on University property. University Communications is the designated office for [receiving requests to film](#), coordinating their evaluation, granting or denying approval, and coordinating University support for approved activities. Policies for commercial filming and photography on campus can be found on UCR Policies and Procedures website, under Campus Filming, Policy # 700-15. This policy does not cover filming or photography for the following purposes: journalism, personal, non-commercial use, or Academic Use.

Consultant Agreements

A Consultant Agreement is an agreement with an outside individual or entity for consulting services to provide expert advice and recommendations to satisfy university business objectives and activities. Consultant Agreements in the following areas should be routed to University Communications for review and approval prior to contracts being signed:

Graphic design, branding and marketing strategy, media and public relations, advertising, and digital/social media marketing

The services provided must be advisory in nature and provide a recommended course of action or personal expertise.

Professional Services Agreements

A Professional Services Agreement is an agreement with an outside individual or entity for professional services to meet university business needs. Professional services are usually defined as requiring a professional license and the service provider is able to obtain Errors and Omissions insurance for the services being performed.

Professional Services Agreements in the following areas should be routed to University Communications for review and approval prior to contracts being signed:

Graphic design, branding and marketing strategy, media and public relations, advertising, and digital/social media marketing

Appendix B - Additional References

University of California Forms

The terms and conditions for incoming and outgoing funding transactions should be written with the best interests of the university and its personnel in mind. The Office of the President and campus contracting offices have developed forms that already contain the terms and conditions that the university finds acceptable. Because these forms protect the interests of the university and save time and effort, Riverside units and personnel are asked to use these forms whenever possible to establish a contracting relationship between parties.

For example, units should always use the University Purchase Order form to purchase goods and services, and avoid using vendor agreements, regardless of vendor insistence. Tailoring vendor forms to University of California standards is a time-consuming process and will typically cause delays.

Units can access appropriate university forms for various agreement purposes on the following websites: [UCOP Procurement Services](#), [UCR Central Procurement Services](#), and [Office of Technology Partnerships \(OTP\)](#).

Important: Sometimes using a university form to establish a contract is not appropriate. For example, government and non-profit sponsors typically have a specific contractual format that the university must use. However, even in these cases, the Sponsored Programs Administration Office and other contracting offices will insist on terms and conditions appropriate for the university. SPA negotiates with the sponsor at the time of the award to ensure that the university can accept the sponsor's terms and makes every attempt to create a mutually agreeable contract. Sometimes, however, it is necessary for the university to turn down an agreement opportunity if it violates university policy.

When working with industry, it is possible that the company sponsor will require the university to start with the sponsor's agreement form, or it may agree to use the university's standard agreement for industry-sponsored research. In many cases, the parties have already discussed the project and how the company will work with the university's investigator. The end result may be a hybrid of both parties' agreements that is satisfactory to both the university and the other party.

Parties and Signatures

The Parties

A party is a person or group of persons that compose a single entity, which can be identified as one for the purposes of the law. There can be multiple parties to an agreement: The Regents of the University of California (The Regents) and one or more external entities with whom the contract is made. The entire UC system is one legal party. For convenience, a contract may also identify a unit (e.g., a specific department or school) that is responsible for the work. Institutional contracts should be in the correct legal name of the entity (i.e., the correct corporate name, not the name of a unit or division). At the University of California, "The Regents of the University of California" is the correct corporate name; individual units, such as schools and departments, are not. The contracting party may be identified as "The Regents of the University of California, on behalf of its Riverside campus/Department/School/College of _____" to identify the responsible entity within the university.

Notary Public

In some instances, the other party may require a notarized signature. Information on notaries public who work on the Riverside campus and who provide free service for university business may be found on the [Campus Business Services](#) webpage. Only the delegated authority or someone authorized to sign an agreement should seek the services of a notary public, if required by one of the contracting parties.

Sample of Required Terms and Conditions

(This is a sample of Terms and Conditions required by university contracting offices.)

The various contracting offices described in this Guide are responsible for negotiating the terms and conditions of contracts with outside entities. It is not appropriate for campus administrators outside of these offices, or the individuals involved in carrying out the activities specified in the contract, to engage in negotiations without the involvement of the appropriate contracting office. Units should never engage in negotiations over “legal terms.” Acceptable university terms and conditions have already been reviewed and approved in advance by the appropriate campus authority. However, all parties involved should understand the terms and conditions that are included in university contracts. While some terms and conditions are standard, the contracting offices have some flexibility to customize or substitute certain terms and conditions, depending on the circumstances.

Important: As a general rule, campus agreements include indemnification, insurance, effective date, term and termination, and trademark use language to safeguard the university and mitigate risk. Using a university-created agreement form (when appropriate) will expedite approval and signature, as many university-created agreements have already been reviewed and pre-approved by the Office of Legal Affairs. Note: For sponsored projects handled by SPA, the sponsor’s agreement template, rather than a university contract template, is typically the starting point for negotiations.

Effective Date

The effective date is usually found at the very beginning of an agreement. It is often the date of the last signature, but may be an “as of” date, if agreed upon by both parties.

Force Majeure

If any party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party’s performance shall be excused for the duration of such force majeure event.

Governing Law

For University of California contracts, California law is the preferred governance instrument. Silence on the question may be appropriate in some instances. The University of California ordinarily does not agree to submit to jurisdiction (i.e., to appear in court) in remote locations.

Indemnification

Under Regents’ Business & Finance Bulletin BUS-63 on [Insurance Requirements and Certificates of Insurance](#), all contracts or agreements must contain a provision to defend, indemnify and hold harmless the university from loss, injury, or damage caused by or resulting from the other party’s negligent or intentional acts arising out of the performance of the contract. Phrased simply, indemnification is reimbursement for a loss. The university’s standard indemnification language is:

[OTHER PARTY] shall defend, indemnify and hold THE REGENTS OF THE University of California (“THE REGENTS”), its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of [OTHER PARTY], its officers, agents or employees.

Important: The Regents prohibit the university from accepting third-party liability without prior approval by The Regents.

Insurance

Under Regents' Business & Finance Bulletin BUS-63 on [Insurance Requirements and Certificates of Insurance](#), the university requires various types and amounts of insurance for contracts and agreements. These minimums vary depending on the scope of work. The indemnification and insurance language must be finalized prior to commencement of work.

Important: When students are placed in an outside facility to acquire practical experience toward their degree, the university does not insure the students, as they are not employees.

The university's minimum standard insurance requirements for contractors and outside users of university facilities are as follows:

Commercial General Liability

- \$1 million Each Occurrence
- \$2 million Aggregate
- \$2 million Products Completed Operations
- \$100,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

Commercial Auto Liability

(applicable if the other party is driving onto campus or driving university community members) \$1 million combined Single Limit

Workers' Compensation

(applicable if the other party has employees)

Statutory Limits

Employers' Liability

(applicable if the other party has employees)

\$1 million

Important: The other party must issue a Certificate of Insurance showing proof of these coverages and naming "The Regents of the University of California" as an additional insured.

There are separate insurance requirements for health-related vendors, transportation vendors, and construction vendors. Additional insurance may be required depending on the contract's scope of work. For examples, if a vendor is handling sensitive electronic data, the university will want the vendor to have cyber liability coverage, and if the vendor is bringing minors onto campus for an overnight stay, the university will want the vendor to have abuse and molestation coverage.

Payment

Payment terms should be clear and achievable. All payments received by the university must be made payable to "The Regents of the University of California." "UC Regents" is also acceptable. This section should state how payment is to be made (e.g., check, wire transfer, etc.), when (e.g., at pre-determined milestones, monthly, etc.), and the dollar amount of each payment.

Per UC Business and Finance Bulletin 49 – Policy for Cash and Cash Equivalents Received, the following items require review by the Campus Cash/Credit Card Coordinator to ensure they meet UC and campus requirements prior to signing agreements or purchasing:

- Third party services to assist in processing or collecting cash or cash equivalents (credit cards) or electronic payments (ACH) on behalf of UCR
- Contracts/lease for space/vending machines - where vendor/tenant will sell goods/services transacted by credit card to campus community (must review their PCI compliance annually)
- Transporting of cash and cash equivalents (armored car agreements are coordinated by SBS/Cashiers with UCOP Banking and Treasury Services)
- Proposed new or modified cash handling related software applications/credit card processing services, equipment or devices (payment gateways, credit card processing, etc.)
- cash recording equipment (cash registers/point of sale equipment/cash counters)
- cash storage equipment (safes)

Performance

It is important that each party understands its obligations. One of the best ways to facilitate this understanding is to clearly define the deliverables in a Scope of Work (SOW) that is included in the contract.

When the university receives funds through the Sponsored Programs Administration (SPA) or the Office of Technology Partnerships (OTP), it is crucial that the terms and conditions of the contract/award support the success of the sponsored activity, while managing the risk to the university as well as the Riverside personnel involved in the activity. Before setting up an award, SPA and OTP personnel will review all terms and conditions to ensure that university policy will be followed and that any other risk issues have been eliminated, mitigated, or accepted by the PI and/or the responsible unit.

Time for performance should be specified (i.e., each deliverable should have a due date). As payment may be linked to deliverables, it is important that the deliverables be reasonable and attainable. Failure to perform as required may result in penalties or even termination of the agreement.

Recitals or “whereas” clauses

These statements are usually found at the beginning of the first page of the contract. They provide the framework for the agreement and lay out its purpose.

Remedies

A contract may include language about remedies (i.e., what can be done in the event of a breach of contract or failure to perform any term of a contract without a legitimate legal excuse). The remedies should be appropriate and fair to all parties.

Representation

A representation is a statement of fact(s) or circumstance(s) relating to the contract before or at the time of making the contract.

Term

It is important to have an ending date in the agreement. Otherwise, the agreement could be considered to still be in effect many years after all work has ended. The best practice recommendation of BUSINESS CONTRACTS and PROCUREMENT SERVICES is to choose a reasonable ending date and allow for mutually agreed upon renewal periods through an amendment. Units are advised to refrain from automatic renewal or evergreen contracts as unit requirements may change year to year. An automatic renewal or evergreen contract may lock the unit into an agreement or prevent them from seeking a new provider.

Termination

Should the other party fail to perform as agreed, it may be necessary to terminate the agreement. This provision spells out the reasons for a termination, such as breach of contract or failure to perform as agreed, and provides a way to remedy the problem. If a party fails to perform as agreed, this clause provides the university a way to end the agreement.

Third-Party Liability

The university does not assume liability for other parties, such as independent contractors and consultants who are not named parties to the agreement and are not under the university's control.

University Terms and Conditions (Procurement T&Cs)

Many of the university's terms and conditions have been mandated by the Office of the President and, except in rare instances, are non-negotiable.

Use of University of California Name and Trademarks

The use of University of California name and trademarks is restricted both by law and policy. Many agreements created by the outside party will not contain a clause on this topic. If that is the case, such a clause should be added, since the university's name and trademarks (also known as or referred to as "brand") are among its intellectual property and have great value. All third-party usage of the university's name, logo, and registered trademarks are subject to review and approval by the appropriate delegated authority.

Waiver

Any failure of the university to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of university to avail itself of such remedies it may have available for any breach of this Agreement.

Warranties

There are two common forms of warranties. An **express** warranty is a warranty clearly stated in writing. An **implied** warranty is a warranty that is not written, but to which the product user may be entitled.

Unrelated Business Income Tax (UBIT)

The University of California businesses or individuals can generate liability for income tax. The income tax that is being referred to is the Unrelated Business Income Tax or UBIT. By definition, three elements must be present for an activity to be considered unrelated to the University's tax-exempt purposes of education and research and thereby subject to UBIT. The activity must be

- a trade or business,
- "regularly carried on," and
- not substantially related to the University's exempt purpose.

It is the unit's responsibility to determine if its activity is subject to UBIT. If a unit suspects that a new or existing activity may be subject to UBIT, it is the responsibility of the unit to complete the [Nonfinancial Questionnaire \(NFQ\)](#) PDF form located at the [Business & Financial Services-Accounting-General Accounting](#) website. Each unit head should review and approve the NFQ. The completed and reviewed NFQ should then be directly sent to UCR General Accounting Supervisor. It is important to note that an NFQ provides the basis for establishing the tax status of an activity.

For additional information, see the [Policy on Unrelated Business Income and Expenses](#), [UBIT Nonfinancial Questionnaire](#), and [UBIT Nonfinancial Questionnaire Instructions](#) on the UCOP website.

Website Links

Accounting Office

UBIT Non-Financial Questionnaire

<https://accounting.ucr.edu/document/uc-ubi-questionnaire-long-version>

Unrelated Business Income Taxes (UBIT)

https://bfs.ucr.edu/resources#general_accounting_plant_equipment

Business Contracts (BC)

Office of Business Contracts

<https://procurement.ucr.edu/business-contracts>

Campus-wide Policies and Procedures

<https://fboapps.ucr.edu/policies/>

Financial Planning and Analysis

Sales and Service Policy

https://fpa.ucr.edu/policies#selfsupportingauxiliary_enterprises

Human Resources

Recruitment Policies & Procedures

<https://hr.ucr.edu/talent-acquisition/recruitment-policies-procedures>

Employment Contracts

https://hr.ucr.edu/about-us/forms-and-documents/talent-acquisition-and-diversity-outreach-forms-and-documents#employment_contracts

Office of Information Security

Information Security and Policy

<https://its.ucr.edu/cybersecurity>

Information Security Policy and Standards

<https://its.ucr.edu/security/standards>

Office of Legal Affairs

Office of Legal Affairs

<https://legalaffairs.ucr.edu/>

Office of Technology Partnerships

Office of Technology Partnerships

<https://ucrotp.ucr.edu>

Intellectual Property Protection & Licensing

<https://ucrotp.ucr.edu/programs-services/intellectual-property-protection-licensing>

Office Compliance

Chief Compliance Office

<https://compliance.ucr.edu/>

Conflict of Interest

<https://compliance.ucr.edu/conflicts-interest>

Delegations of Authority

<https://fboapps.ucr.edu/policies/index.php?path=viewPolicies.php&policy=150-70>

Privacy Office

<https://compliance.ucr.edu/>

Office of Risk Management

<https://risk.ucr.edu/>

Planning, Design & Construction

<https://ae.ucr.edu/>

Procurement Services/Central Procurement Services

<https://procurement.ucr.edu/>

Research and Economic Development

<https://research.ucr.edu>

Export Control

<https://exportcontrol.ucr.edu>

Sponsored Programs Administration (SPA)

Sponsored Programs Office

<https://research.ucr.edu/spa>

Information for Principal Investigators (PIs)

<https://research.ucr.edu/spa/lifecycle/proposalpreparation>

Proposal Development

<https://research.ucr.edu/ord/proposal-development>

State of California Education Code 92000-92001

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=92000&lawCode=EDC

Student Business Services & Cashiers

Payment Card Industry (PCI) Standards and Cash Handling

https://sbs.ucr.edu/campus-merchant-resources#campus_merchant_resources

University Advancement (Trademarks)

<https://advancement.ucr.edu/>

University of California Office of the President (UCOP)

Code of Conduct for Trademark Licensees

<https://www.ucop.edu/sustainability/programs-initiatives/social-sustainability/code-of-conduct-for-trademark-licensees.html>

Export Control & Policy

<https://www.ucop.edu/ethics-compliance-audit-services/compliance/export-control/index.html>

<https://policy.ucop.edu/doc/2000676/ExportControl>

Facilities Manual

<https://www.ucop.edu/construction-services/facilities-manual/>

Intellectual Property and Related Matters

<https://www.ucop.edu/research-policy-analysis-coordination/resources-tools/contract-and-grant-manual/chapter11/index.html>

Policy BFB BUS-43 Material Agreement

<https://policy.ucop.edu/doc/3220485>

Policy BFB BUS-63 Insurance Requirements and Certificates of Insurance

<https://policy.ucop.edu/doc/3520339>

Policy BFB BUS-79 Expenditures for Business Meetings, Entertainment, and Other Occasions

<https://policy.ucop.edu/doc/3420364>

Policy BFB-G-28 Travel Regulations

<https://policy.ucop.edu/doc/3420365>

Policy BFB RMP-2 Records Retention and Disposition

<https://policy.ucop.edu/doc/7020454>

Policy Search

<https://policy.ucop.edu//index.html>

Procurement Services

<https://www.ucop.edu/procurement-services/policies-forms/index.html>

University of California Regulation 4

Academic Appointees: Special Services to Individuals and Organizations

<https://www.ucop.edu/academic-personnel-programs/ files/apm/apm-020.pdf>

Unrelated Business Income Taxes (UBIT) Non-Financial Questionnaire

<https://www.ucop.edu/uc-controller/ files/ubit-nonfin-questionnaire.pdf>

Unrelated Business Income Taxes (UBIT) Non-Financial Questionnaire Instructions

<https://www.ucop.edu/uc-controller/ files/ubit-nonfin-questionnaire-instructions.pdf>

Appendix C - Acronyms

BAA	Business Associates Agreement
BC	Business Contracts
CDA	Confidential Disclosure Agreement
EMF	Extramural Funds Accounting
HIPAA	Health Insurance Portability and Accountability Act
HR	Human Resources
IRB	Institutional Review Board
MCA	Multiple Campus Award
MTA	Material Transfer Agreement
NDA	Non-Disclosure Agreement
OLA	Office of Legal Affairs
OTP	Office of Technology Partnerships
PRA	Public Records Act
RESAM	Real Estate Services & Asset Management
ROI	Return on Investment
SBIR	Small Business Innovation Research
SME	Subject Matter Expert
SOW	Scope of Work
SPA	Sponsored Programs Administration
SRA	(Industry) Sponsored Research Agreement
STTR	Small Business Technology Transfer Agreement
T&C	Terms and Conditions
T&E	Travel and Entertainment
UBIT	Unrelated Business Taxes Income
UCOP	University of California Office of the President

Appendix D

UCR Contracting Decision Tree (2/2021)

Contracting at UCR can be confusing. There is a wide variety of contracts for different purposes and numerous campus offices that each manage different types of contracts. To learn about the process of creating and maintaining legally binding UCR contracts and the roles of the various contracting offices on campus, please refer to Appendix A of the Contracting Guide

After reviewing the guide and additional assistance is needed, please review the UCR Contracting Decision Tree below to find out the most common situations and the appropriate office to assist with specific contracting needs.

START HERE:

Is this agreement related to research* type activities?	YES	Will there be an exchange of money from Industry?	YES	<i>Start with the Office of Technology Partnerships</i>		
NO		NO		<i>Start with Sponsored Programs Administration</i>		
Does the agreement involve instruction?	YES	Does the instruction involve educational credit to UC students on campus?	YES	Will there be an exchange of money from Industry?	YES	<i>Start with the Office of Technology Partnerships</i>
NO		NO		NO		<i>Start with Sponsored Programs Administration</i>
Does the agreement involve an expenditure for goods and/or services from a contractor or supplier?	YES	<i>Start with Procurement Services</i>				
NO						
Does the Agreement involve revenue to UCR in exchange for goods and/or services?	YES	Will original materials be produced and/or do University personnel intend to publish scholarly results?	YES	Will there be an exchange of money from Industry?	YES	<i>Start with the Office of Technology Partnerships</i>
NO		NO		NO		
<i>Start with Business Contracts</i>		<i>Start with Business Contracts</i>		<i>Start with Sponsored Programs Administration</i>		

**Research -The majority of the scope of work involves investigation or experimentation aimed at the discovery and interpretation of facts, the revision of accepted theories or laws in the light of new facts, or the practical application of such new or revised theories or laws. University personnel are involved in decisions regarding the design or implementation of the research and/or the interpretation of the research results. University personnel are credited as authors on papers that emerge from the research. The work carried out by University personnel may (but need not) result in patentable or copyrightable technology or products. May be applied or basic research.*