OFFICE OF SPONSORED PROGRAMS
SPONSORED PROJECT CONTRACT FOR SERVICES GUIDE

1. Download the Sponsored Project Contract for Services

1.1. Go to: https://research.boisestate.edu/osp/applications-and-forms/.

1.2. Search for “Sponsored Project Contract for Services” in the search box and left click the link in the search results.

1.3. Save the Word document to your desired location and open it for editing.

1.4. **IMPORTANT:** Only edit the areas indicated below. Do not change anything else in the agreement, and do not ask anyone to sign the agreement.

2. Opening Paragraph

2.1. Contractor’s Legal Name

   2.1.1. **Ask the Contractor** for its legal name and enter it in the indicated area.

   2.1.2. Note that the “Contractor’s Legal Name”:

       2.1.2.1. For a **sole proprietor**, it is the **person’s full legal name**; and

       2.1.2.2. For a **business entity** (e.g., corporation, limited liability company, limited partnership), it is the **exact name under which it is listed on the Secretary of State’s website** of the **state where the entity was organized or incorporated**. As an example, go to the [Idaho Secretary of State’s website](https://www.sos.idaho.gov) and search for “Pennbridge BODO, LLC,” which is the legal name for an entity doing business as “Residence Inn Boise City Center.”

   1 An entity incorporated or organized outside the U.S. may not be listed on a Secretary of State’s website unless it has been formally authorized to do business in that state (which may or may not be required depending on a number of factors, including whether the entity has a physical presence in that state). If the Contractor is an entity incorporated or organized outside the U.S., ask the Contractor to provide the equivalent information from that country. An example is: “Institute for Information Industry,” which is a non-profit institution of Taiwan, Republic of China.
2.2. Contractor’s Entity Type and Jurisdiction

2.2.1. Sole Proprietor

2.2.1.1. Delete “[A/N ENTITY TYPE AND JURISDICTION]” because it’s not applicable.

2.2.2. Business Entity

2.2.2.1. Ask the Contractor for its entity type and jurisdiction, and enter it in the indicated area. It should be something like “a Delaware corporation” or “an Idaho limited liability company.”

2.2.2.2. For a business entity, this identifies the type of entity it is (e.g., corporation, limited liability company, limited partnership), as well as the state in which it was incorporated or organized (e.g., Idaho, Delaware). This is extremely important because: (i) it’s possible to have the same entity name organized/incorporated in more than one state; and (ii) the contract unambiguously identifies the party with whom the University is contracting.

2.2.2.3. This information will be identified on the Secretary of State’s website of the state where the entity was organized or incorporated. Using the example in Section 2.1 above, “Pennbridge BODO, LLC” is “an Idaho limited liability company.”

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2 An entity incorporated or organized outside the U.S. may not be listed on a Secretary of State’s website unless it has been formally authorized to do business in that state (which may or may not be required depending on a number of factors, including whether the entity has a physical presence in that state). If the Contractor is an entity incorporated or organized outside the U.S., ask the Contractor to provide the equivalent information from that country. An example is: “a non-profit institution of Taiwan, Republic of China” for an entity named “Institute for Information Industry.”

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2.3. Contractor’s Principal Place of Business Address

2.3.1. Ask the Contractor for the full address, including country if outside the U.S., of its principal place of business, and enter it in the indicated area.

3. Term of Contract

3.1. Enter the date on which the contract will end.

4. Fee for Services

4.1. Fixed Price; OR

4.1.1. Left click the check box to the left of “Fixed Price.”

4.1.1.1. This indicates the contract is fixed price — meaning the Contractor will not request more money if it costs more than expected to perform the Statement of Work (“SOW”) and University will not pay less money if it costs less than expected to perform the SOW.

4.1.2. Enter the “Amount” in U.S. Dollars (USD) in the indicated area.

4.1.2.1. This is the amount the University will pay Contractor for completing the SOW.

4.2. Not to Exceed Price

4.2.1. Left click the check box to the left of “Not to Exceed Price.”

4.2.2. Enter the first “Amount” in U.S. Dollars (USD) in the indicated area, and left check the appropriate check box to indicate where this Amount is per hour or per event.

3 Do not choose both “Fixed Price” and “Not to Exceed Price.” Only one is applicable.

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4.2.3. Enter the second “Amount” in U.S. Dollars (USD) in the indicated area to identify the maximum amount that will be paid to Contractor for performing the SOW. The amount actually paid to Contractor will be based on the Contractor’s invoices and the work actually performed.

5. Notice Contacts

4) Notice Contacts

University:
Name: [NAME]
Title: [TITLE]
Email: [EMAIL ADDRESS]
Phone: [PHONE NUMBER]
Fax: [FAX NUMBER]

Contractor:
Name: [NAME]
Title: [TITLE]
Email: [EMAIL ADDRESS]
Phone: [PHONE NUMBER]
Fax: [FAX NUMBER]

5.1. University’s Notice Contact

5.1.1. Enter the name and contact information for the college/department/unit contact who should receive certain notices required by the contract. A couple examples of a Contractor’s notice include: (i) information about performance problems; or (ii) a desire to terminate the contract for convenience.

5.2. Contractor’s Notice Contact

5.2.1. Ask the Contractor for the contact information for its notice contact.

6. Exhibit A – Scope of Work

Description
[Provide a DETAILED description of the SOW]

Contractor’s Deliverables
[Provide the Contractor’s deliverables and due dates]

6.1. Provide a detailed description of the work the Contractor is required to perform.

6.2. Provide the Contractor’s deliverables and due dates.

6.3. The above information is crucial for avoiding disputes between the University and the Contractor because the work the Contractor is required to perform is unambiguous. Also, the detail is required to ensure that sponsored project funds paid to the Contractor are “reasonable” (what a prudent person would pay for the work under the specific circumstances, e.g., 2 CFR § 200.404). Insufficient SOWs will be returned to the initiator to add more information.