**Business Contracts and Brand Protection**

**Scope of Work and Other Required Key Info\***

A scope of work (SOW) sets forth requirements for performance to achieve project objectives. Often appearing as an attachment to the main agreement, it should be clear, concise, accurate and complete. While the following questions may not apply to all types of services, many are often addressed in a good SOW. Other key information solicited below, while not appropriately located in a Scope of Work, is important for understanding the project and may call for terms and conditions in the agreement itself.

1. What needs to be done? What is the purpose of the work?

1. Who will do what? What are the roles and responsibilities of each party? Include whether the University will be creating any new copyrightable materials from scratch, or any potentially patentable inventions.
2. Where will the work be performed?
3. During what dates and times will the work be completed? Are there project milestones (i.e., set dates for certain tasks to have been completed)? When will the project be finished? It may be appropriate to provide a schedule for each party’s duties.
4. What is each party bringing into the project in the way of equipment, pre-existing material, or pre-existing intellectual property (IP) or proprietary information? Will the access and use of any such equipment, material, IP or information be confined to the owning/controlling party or will the other party be accessing and using it? (Note: Terms and conditions relating to ownership and licensing belong in the agreement itself, not in a separate scope of work attachment.)
5. Will reports or summaries be required by either party? What are the required deliverables? These can include theoretical models, computer software, drawings, documentation, reports or other data. Will any of the deliverables include pre-existing items identified in #5 above?
6. Who will own the work product resulting from the service provided? The general rule is that while the other party may own a deliverable received from the University (such as teaching materials or a piece of software), the University owns the IP rights in the work product, including any resulting copyright, and provides a limited license to the other party for use of the work product. (Such terms should be located in the main agreement, not in a separate scope of work.)
7. What is the total revenue you are requiring/receiving for the services? Please be aware there *may* be competitive bidding requirements, even when the University is performing the services or accepting revenue instead of paying for services. Once your request has been submitted via BCMS (see http://bcbp.berkeley.edu/business-contracts/getting-started-bcms), Business Contracts and Brand Protection (BCBP) will review all associated documentation and will contact you if competitive bidding is necessary. If competitive bidding is required but this is a sole-source situation in which there is no other known resource, a thorough justification will need to be provided for approval by Supply Chain Management (SCM) or the Office of Legal Affairs (OLA).
8. What is the payment schedule? For example: monthly in arrears (after that portion of the work has been completed) based on the number of hours worked, payment upon receipt of deliverables, payment upon achieving certain milestones, etc. Until an agreement is fully executed (i.e., signed by all parties), funds, goods, or services should not be exchanged. Remember that the payment process cannot be started until the agreement has been signed by both parties (University and the other party).
9. Is it anticipated that additional work will result from the outcome of the project? Some types of contracts (e.g. consultant agreements) require future work to be described in the original agreement as there is a California Public Contract Code prohibition against “follow-on work.”
10. If this project is funded by an external award (e.g., contract), the following information is required:
    1. The coversheet of the award that lists the award number and funding source (e.g., agency);
    2. The signature page showing the award is finalized;
    3. The portion of the award that describes the needed service in order to:

* Ensure the service is not research, which would need to be processed through the Sponsored Projects Office (SPO);
* Determine if a funding agency is expecting the university to competitively bid the service

You may wish to refer to *The University of California, Berkeley Guide to Contracting* found at <http://bcbp.berkeley.edu/sites/default/files/Contracts%20Guide_Final%205-13-15.pdf> for additional information regarding contracting at Berkeley.

\* Adapted from UC Davis