A scope of work (SOW) sets forth the performance requirements to achieve stated project objectives. It should be clear, concise, accurate and complete. The following questions will guide your development of a proper SOW and will assist us in determining the correct contractual vehicle for the project. **DO NOT begin work, perform services, or accept payment until an agreement is fully executed (i.e., signed by all parties).**

1. **What is the purpose of the work?** E.g., write a report, analyze data, test samples, train executives, or host a conference. Describe the roles and responsibilities of each party in as much detail as possible.

2. **What type of entity are we contracting with?** E.g., private corporation, non-profit, county government, State of California agency (requires a California Model Agreement). Include all contact information for the other party, full name and address of the entity, contact person’s name, title, phone and email.

3. **Will the project or work involve high risk activities?** E.g., minors on campus, use of export controlled materials, contracting with an international entity? Please identify these in the SOW draft.

4. **Where will the work be performed?** If the work will be conducted out-of-country, note that this will affect risk analysis and/or insurance requirements.

5. **What are the dates and times for the work to be completed?** Are there project milestones (i.e., set dates for certain tasks to have been completed)? When will the project be finished?

6. **What are the specific deliverables?** These can include reports, test results, computer software, drawings. Please indicate if deliverables include any pre-existing items identified below and/or require a license.

7. **Will the other party’s data, materials, information, or equipment be required for University to perform the services?** If yes, does University need a license or need to maintain confidentiality of information?

8. **What, if any University pre-existing materials, intellectual property (IP) and/or confidential/proprietary information (CI) will be involved in the project? Is University branding a part of this project?**

9. **Who will own the deliverables/work product and any associated IP?** Typically, University owns all IP rights, including copyright, and provides a non-commercial use license to the other party. These IP ownership and license terms will be in the agreement, not in the SOW. **NOTE: BCBP is not authorized to license University patent rights** (but other contracting offices e.g., SPO and IPIRA are authorized to do so).

10. **Is there a budget and does it reflect all departmental costs, including the Administrative Full Costing (AFC) (currently 9%)? What is the payment schedule for the revenue?** E.g. a portion up front (upon execution) and the remainder after delivery of the services; or, payment upon receipt of deliverables.

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