

Guidelines for Using the Analytical Services Agreement

Purpose: To provide guidance to Boise State University (“University”) departments and colleges regarding the use of the *Boise State University Agreement for Non-Governmentally Funded Analytical Services* (the “Analytical Services Agreement”).

Analytical Services Agreement: The mechanism used to facilitate contractual relationships in which standardized services (testing, analysis, evaluation, etc.) are provided to clients.

The Analytical Services Agreement may be used for projects that involve standard routine analysis, evaluation, classification, diagnostic, or interpretation of a client’s data, samples, mechanisms, procedures, or product. The services provided must use established methods and techniques that are routinely performed. If the project to be performed is for research or creative activities, or involves the creation of new knowledge, the Analytical Services Agreement **cannot** be used.

All of the following criteria must be satisfied to use the Analytical Services Agreement:

- Services must not be readily available from the private sector;
- No intellectual property is anticipated to be developed or result from the services;
- No modification of any intellectual property owned by University (“University IP”) will occur and no rights in University IP will be transferred to the client;
- No University cost sharing or matching funds are required;
- No subawards, subcontracts, or pass-through funding to another entity are contemplated;
- No services may be performed for government clients (Federal, state, county, or municipality, etc.) or clients using government funds;
- The maximum ceiling for individual projects is **\$5000.00** and services are **not expected to be ongoing** (e.g., the Analytical Services Agreement is not appropriate for several planned or anticipated projects);
- Fees charged for services must cover all of University’s actual costs, including salaries, fringe benefits, supplies, materials, other operating expenses, and facilities and administrative costs at the “Other Sponsored Activities” rate (i.e., **42.1%** of Modified Total Direct Costs (“MTDC”) for **industry** partners and **33.5%** MTDC for **all other partners**);
- Absent an approved conflict of interest management plan through the Office of Institutional Compliance and Ethics, no University employee has an ownership and/or managing interest in the organization for which services are being provided;
- The services will not involve manufacturing; and
- If the Analytical Services Agreement is modified, it must be routed to the Office of General Counsel for approval prior to signing.

Storing the Analytical Services Agreement: A scanned copy of the signed Analytical Services Agreement must be sent to the Office of Technology Transfer at techtransfer@boisestate.edu for storage. Campus units must keep the original contract in their records in accordance with university policy.

Examples of Allowable Services:

- Preparing and analyzing samples using nuclear magnetic resonance spectrometry and providing the raw or summarized data to the client;
- Preparing and analyzing samples using gas chromatography mass spectrometry and providing the raw or summarized data to the client; and
- Producing a Material Safety Data Sheet for a client’s product.