



Service Agreement Certification

*****This is **internal documentation** for the Office of Research Administration's use and is not meant to be shared with anyone outside of the University of Maryland.***

A service agreement is to be used only for projects involving testing, classification, limited analysis, and/or diagnostics of Client provided information or material(s) or for other professional services. The University of Maryland ("UMD" or "University") is not a commercial entity. Services are to be conducted by UMD personnel for the public benefit and must align with the public service and community outreach missions of the University.

A service agreement **shall not** be used if:

- (i) The work meets the definition of either Organized Research (basic or applied) or Instruction and Training (as defined in the [Application of Indirect Cost Rates to Sponsored Projects](#) guidance document).
- (ii) UMD is required to conduct significant interpretive analysis on data collected during the work and/or UMD desires to own the results of the analysis.
- (iii) UMD personnel must provide investigative scholarly contributions.
- (iv) UMD personnel intend to publish the results.
- (v) The work is primarily intended to result in new knowledge or intellectual property.
- (vi) The work will be conducted on behalf of a company or entity in which the Principal Investigator has ownership or a financial interest in.

If any of the above conditions are met, the work falls under UMD's policies for conducting sponsored research or sponsored instruction.

Title to intellectual property resulting under a service agreement may belong solely to the Client if it results from, or constitute improvements in or additions to, the Client's information, materials, or intellectual property. The Client may also require restriction of dissemination or publication of the results.

If the information, material(s), or intellectual property provided by the Client is subject to export control restrictions including the International Traffic in Arms Regulations or Export Administration Regulations, the service provider must have authorization from the Research Security Office.

Generally, projects with human subjects and/or animal subjects will be considered sponsored research. In the rare event that human subjects are involved in a service agreement, the project must be designated as exempt by the Institutional Review Board (IRB). The protocol director for human subjects or animal subjects must be a faculty member who will be responsible for the direction of the service being provided in keeping with UMD policies and procedures.

The terms of service agreements vary from the University of Maryland's Sponsored Research Agreement (SRA); therefore, it is imperative that service agreements are used properly and not substituted for the SRA. To avoid confusion and ensure proper use of service agreements, this certification form must be completed and signed prior to the execution of a Service Agreement.

Principal Investigator:

Department:

KR Number:

Client:

Brief Description of Service:

Check the following Service confirmations:

☐ The proposed Service involves specialized testing, classification, limited analysis, or diagnostics of client provided data or information, samples, mechanisms, procedures, products or processes that do not require the use of University owned intellectual property.

☐ Any specifications or protocols that apply to the Service (a) have been prepared or supplied by the client without significant University input or (b) have been prepared, in whole or in part, by the University based on information, specifications, or protocols provided by the client.

☐ The Service does not involve the conduct of organized research or instruction and training and will not result in the development of new knowledge, technologies, processes or intellectual property which are, or could qualify, as "patentable" or "copyrightable" by the University.

☐ The deliverable(s) will not incorporate any inventions or technologies, including software, learned, created, or developed under federally sponsored or privately sponsored

research projects for which the government and/or the University, or any other entity has data, patent, or licensing rights.

☐ Any data, specifications, materials or other information or substances provided by the client belong to the client.

If applicable, I will abide by the confidentiality obligations as specified in the Service Agreement, or the related executed Non-Disclosure Agreement, and will inform and ensure compliance with said obligations by all University employees, including students, conducting the Service under my direction. I further confirm that students and other personnel who will be conducting the Service will be advised of the restrictions on use of the deliverable(s) in conjunction with any limits related to presentations and publications. It is understood that, at a minimum, the Service Agreement will state that the University shall retain the right to use deliverable(s) for internal non-commercial research and educational purposes.

By signing this certification, I acknowledge that I am indicating to the best of my knowledge and belief my assent to and the accuracy of the above statements.

Principal Investigator Signature

Date