

Psychiatry & Behavioral Sciences

STANDARD OPERATING PROCEDURE (SOP) Research Grants & Contracts, Goods & Services Agreements, Clinical Services Agreements, Non-Disclosure Agreements

Purpose

The University of Washington's (UW) School of Medicine (SoM) Department of Psychiatry & Behavioral Sciences (Department) engages as a vendor/recipient for paid and unpaid agreements with diverse partners regarding a wide range of activities, including research, consultation, and clinical services (among others). This SOP document defines each type of activity and provides guidance about the methods for processing each type of agreement under UW and SoM policies.

Signatories with authority to act on behalf of UW are limited, and designated signatories must sign the appropriate agreements in order to legally bind the UW. Individual faculty, including Department Chairs, do not have authority to sign agreements on behalf of UW. Agreements not processed through the appropriate designated and authorized signatory may not be recognized or honored by UW and may not include legal protections for faculty and staff involved in the agreement. (This SOP does not address agreements that individual faculty members may enter into for their outside work. Faculty may decide to sign agreements on their own behalf that cover outside consulting activities conducted in accordance with [UW policies and SoM policies](#).)

The first step in the Department's agreement review process, regardless of the type of agreement involved, is to submit a draft agreement to the Department Associate Director for Research for Departmental review and approval. Additional information about the different types of agreements used by the Department and how they are processed is described below.

Agreement Types

Research Grants & Contracts

The term "contract" is often used generically and can refer to a goods & services agreement or clinical services agreement (see below). In this document "grants and contracts" refers to sponsored research awards. Because the generic use of these terms is commonplace, it is important to clarify whether or not a "contract" and even less commonly a "grant" is referring to sponsored research. UW defines "research" according to federal definitions. See UW [Office of Research](#), [Office of Sponsored Programs](#), [Human Subjects Division](#). [GIM \(Grants Information Memorandum\) 34](#) provides guidance in differentiating between a grant and a gift, especially when the funding originates from a philanthropic funder. For more information about gifts, contact UW Advancement.

Indirect Costs: Follow the guidance provided in [GIM \(Grants Information Memorandum\) 13](#)

Note: If the scope of work for the agreement qualifies as a Goods & Services Agreement (below) but the agreement must be processed through OSP because it originates from a federal sponsor, either directly or as flow-through funding, review the guidelines for the F&A rate associated with "[Other Sponsored Activities](#)" to determine if that may be the most appropriate rate to use.

UW Signatory: [Office of Sponsored Programs](#)

Goods & Services Agreements

These are contracts where the UW is being paid to provide services such as training, non-clinical consultation, technical assistance, program evaluation, presentations, and other **non-research** activities. See “research grants & contracts” above for locating guidance about what does and does not constitute research. If an agreement contains multiple components including consultation, technical assistance and research (as defined by federal guidelines), the agreement must be treated as a research grant or contract. Contracts (and occasionally grants) can only be processed as goods & services agreements if they do not contain research (see above) AND are not funded by federal monies that retain their federal identity (see below). See above for guidance about determining whether or not an activity is considered research. For contracts involving the *purchase* of services contact Procurement Services.

Direct Costs: Agreements must recover the full cost of providing the goods and services unless the Division/Center has an available source of allowable funds to subsidize unrecovered costs. The full cost includes all personnel, rent (if off-campus), supplies, travel, consultants, etc. necessary to accomplish the scope of work. Off-campus units are often able to charge administrative support as a direct expense necessary to support the specific work of a project. Please work closely with your Division/Center administrator to insure that the budget negotiated with the sponsor covers all of the costs necessary to successfully accomplish the work.

Indirect Costs: Agreements must include 15% indirect costs for the Department unless the Division/Center/Unit has *previously* received delegated authority from the Department’s Associate Director for Research. Indirect costs to support the Division/Center/Unit managing the agreement pre-award and post-award may also be included. In addition, technical and/or administrative staff may be included as a direct cost if allowed by the sponsor and necessary to accomplish the work. Some budget types are assessed a fee by the School of Medicine and this should be factored into the budget.

UW Signatory: School of Medicine, Office of the Dean, Director of Regulatory Guidance or Director of External Business Relations

Clinical Services Agreements

These are contracts that include some form of clinical service delivery by the UW, including telemedicine, clinical consultation, or medical director services, regarding the care of specific patients (rather than general guidance). These agreements may also include services such as training, non-clinical consultation, technical assistance, program evaluation and other **non-research** activities. See “research grants & contracts” above for locating guidance about what does and does not constitute research. If an agreement contains multiple components including consultation, technical assistance and research (as defined by federal guidelines), the agreement must be treated as a research grant or contract.

Direct Costs: Agreements must recover the full cost of providing the clinical goods and services unless the Division/Center has an available source of allowable funds to subsidize unrecovered costs.

Indirect Costs: Clinical services agreements must include 15% indirect costs for the Department unless the Division/Center/Unit has *previously* received delegated authority from the Department’s Associate Director for Research. Indirect costs to support the Division/Center/Unit managing the agreement pre-award and post-award may also be included. In addition, technical and/or administrative staff may be included as a direct cost if allowed by the sponsor and necessary to accomplish the work. Some budget types are assessed a fee by the School of Medicine and this should be factored into the budget.

UW Signatory: School of Medicine, Office of the Dean, Vice Dean for Administration & Finance and/or Vice President of Medical Affairs (must first be reviewed by the Dean’s Office, Director of Business Projects)

Non-Disclosure Agreements

UW faculty and staff sometimes wish to complete a non-disclosure agreement to allow them to discuss sensitive or proprietary information with potential partners. These agreements can be desirable for a range of situations including exploring potential: research partnerships, commercial partnerships, dissemination partnerships, etc. When discussions involve the potential commercialization of UW intellectual property, these agreements are typically processed through CoMotion. When the discussions relate to an existing sponsored program or are intended to result in a sponsored program, contact OSP. Agreements that do not involve the potential commercialization of UW intellectual property or sponsored research may be able to be processed through the SOM Dean's Office.

UW Signatory if UW intellectual property may be commercialized: [CoMotion](#)

UW Signatory if sponsored research is or may be involved: **OSP**

UW Signatory in other cases: Contact School of Medicine, Office of the Dean, Director of Regulatory Guidance or Director of External Business Relations

Definitions

Federal Funding and “Federal Identity”

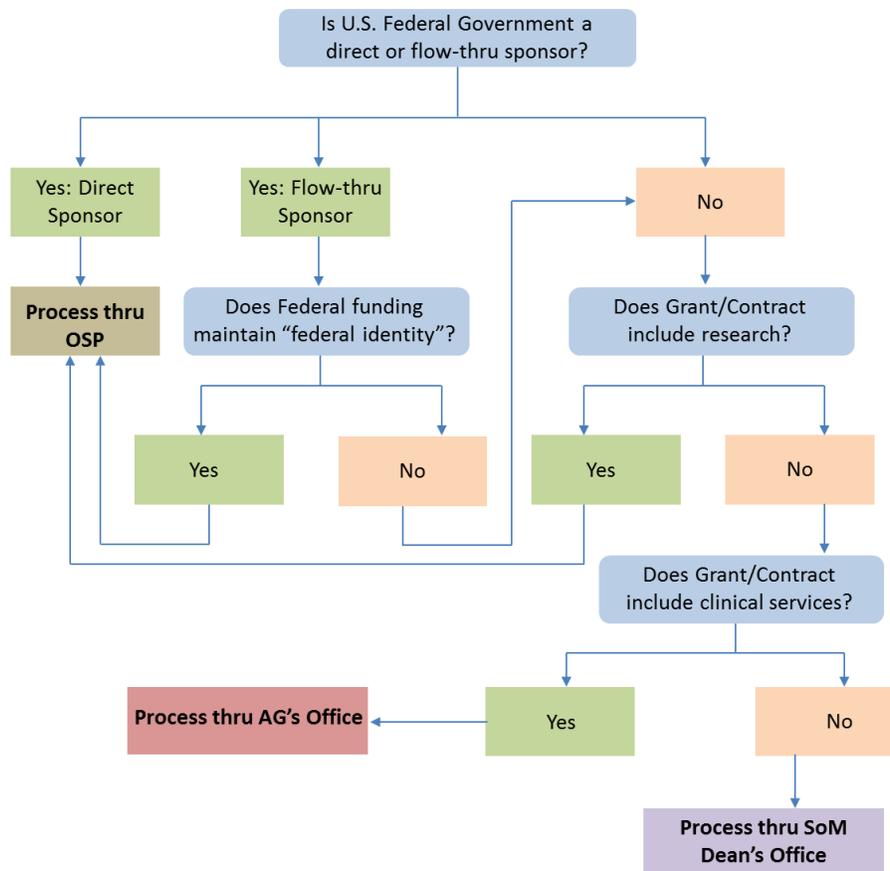
Goods & Services Agreements (non-research) funded wholly or partially by federal monies that have not lost their federal identity must be processed through [OSP](#). Federal funding that **has not** lost its federal identity requires reporting on to the federal government on the expenditure of funds to accomplish federally approved activities. Federal funding that **has** lost its federal identity does not require expenditure reporting that links federal funding to specific federally approved activities.

For example, if the federal government awards a block grant to the State of Washington and the state co-mingles the federal funding with their own funding and then issues non-research grants or contracts that do not require the grant/contract recipient to provide a report to the federal government regarding how funds were spent to accomplish a federally approved scope of work, these monies have lost their federal identity.

Processing Grants and Contracts (Pre-Award)

See “Processing Grants & Contracts Decision Tree” to determine which office has signatory authority for the type of agreement you want to process and steps for processing each type of agreement. See above for definitions used in the decision tree. See appendix for additional information on processing agreements through the SoM Dean's Offices.

In addition, for more about types of agreements, see OSP's web page at <http://www.washington.edu/research/index.php?page=agreementType>.



Managing Funded Agreements (Post-Award)

Research Grants & Contracts

Research grants and contracts processed through Office of Sponsored Programs (OSP) are managed by OSP (progress reports, non-competing renewals, sponsor negotiations) and Grant and Contract Accounting (financial reporting and compliance).

Compliance, Reporting, Post-Award Sponsor Negotiations: [Office of Sponsored Programs](#)

Invoicing and Post-Award Financial Reporting: [Grant and Contract Accounting](#)

Goods & Services Agreements

Responsibility for managing goods and services agreements, including compliance with funder requirements, deliverables, reporting, and invoicing resides with the Department unless authority for these functions has been delegated to the receiving Division/Center/Unit receiving the funding.

Clinical Services Agreements

Responsibility for managing goods and services agreements, including compliance with funder requirements, deliverables, reporting, and invoicing resides with the Department unless authority for these functions has been delegated to the receiving Division/Center/Unit receiving the funding.

Amendments / Extensions

If it is expected that a project will have multiple phases managed through amendments/extensions to the original agreement, this should be considered upfront. It is acceptable to complete an agreement signed through one pathway (e.g. G&S processed through SOM) and start another agreement (e.g. research grant processed through OSP). However, if you anticipate that it will be necessary to maintain one agreement and to handle phases of the larger project through amendments/extensions of the primary agreement you should process the agreement through the pathway that is required by the most restrictive component of the project. For example, consider the situation of a two phase project with the first phase qualifying as a G&S agreement and the second phase qualifying as a research grant. If the two phases can be managed through separate, distinct agreements you can process the phase 1 award as a G&S agreement (SOM) and the phase 2 award as a research grant (OSP). If, however, the funder required you to link the two phases under a single funding umbrella with two subcomponents, you must process both phase 1 and phase 2 as a research agreement (OSP).

Contacts

Psychiatry & Behavioral Sciences

Goods & Services Agreements, Clinical Agreements, Non-Disclosure Agreements

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School of Medicine, Dean's Office

Processing Good & Services Agreements

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Appendix

Processing Agreements through Attorney General, UW Division

1. UW faculty/staff negotiate scope/budget with sponsor
2. Grant/Contract submitted to Psychiatry Associate Director for Research for Departmental approval
3. Department approval communicated to faculty/staff and AG's office via email
4. AG's office reviews/approves "form" of grant/contract. Assistant Attorney General signs "approved as to form" and routes to SOM Vice Dean for Administration & Finance
5. Vice Dean for Administration & Finance and/or Vice President of Medical Affairs serves as University signatory and routes to Department for Chair signature (concurrence)
6. Grant/Contract forwarded to faculty/staff to send to sponsor for signatures
7. Fully executed agreement sent to Department Associate Director for Research

Processing Agreements through School of Medicine, Dean's Office

1. UW faculty/staff negotiate scope/budget with sponsor
2. Contract submitted to Psychiatry Associate Director for Research for Departmental approval
3. Department approval communicated to faculty/staff and School of Medicine
4. School of Medicine Director of Regulatory Guidance reviews/approves contract and serves as University signatory and routes to Department for Chair signature (concurrence)
5. Contract forwarded sponsor for signatures
6. Fully executed agreement sent to School of Medicine and Department