

# Oklahoma State University Policy and Procedures

## FACILITY AND RESOURCE USE AGREEMENT

4-0106  
RESEARCH  
March 2018

### Introduction and General Statement

Generally, external organizations enter into a sponsored program agreement with Oklahoma State University for research, instruction, outreach, and/or testing. A Sponsored Program Agreement provides cost-effective solutions for the organization and allows the University to develop new knowledge, as well as train students with technical application of classroom training.

However, sponsored program work is usually undertaken as a precursor for open publication. When an external organization requires proprietary research or testing, and such projects cannot be done outside of a controlled laboratory environment or without special equipment, The University may allow external organizations to use institutional facilities, resources, and expertise in completing a project that is not typically recognized as a sponsored program. By offering the limited, authorized use of institutional facilities and resources to an external organization (Licensee) within the proper boundaries of research, testing, and inquiry, the University continues its commitment to outreach and service.

When facility space and institutional resources are available, a Licensee may enter into a "Facility and Resource Use Agreement" with the University in order to appropriately use institutional resources within specified and approved guidelines.

### **POLICY**

- 1.01 This policy codifies and establishes the operating guidelines and procedures for the use of institutional laboratory facilities and equipment assets to approved Licensees as set forth by the University Facility and Resource Use Agreement
- 1.02 The University may allow the use of institutional lab space to Licensees under the following circumstances:
  1. The use of the institution's resources is formally documented and approved by the University prior to any work performed; **and**
  2. The agreement neither interferes with nor displaces current or future operations or research. The time of use of the facility by the Licensee must be coordinated and approved with appropriate University personnel; **and**
  3. The agreement is for a limited time; the use of the space and equipment does not affect bond covenants or University tax liabilities; **and**

4. The University is paid a fair compensation for the use of institutional resources and reimbursed for any direct and indirect costs incurred during the period of the Facility and Resource Use Agreement; **and**
5. The Licensee agrees to inspection and oversight from University personnel while using institutional facilities or equipment.

## **PROCEDURES**

- 2.01 The Facility and Resource Use Agreement is the formal document that authorizes the use of institutional resources by Licensees. The document can be requested at <http://urs.okstate.edu/forms>. It outlines the requirements necessary for Licensees to use University labs and resources.
- 2.02 The Senior Vice President of Administration and Finance (or designee) and the Vice President for Research (or designee) are both required as signatories for the final approval of the Facility and Resources Use Agreement. Final approval will be granted only after the appropriate Department Chair, and Dean (or designee) of the College responsible for the space and equipment have granted tentative approval for the use of the facilities and equipment for such endeavors, and the Licensee has met the stipulations of the agreement.

The agreement must stipulate:

1. The full description of the facilities, equipment, and/or the expertise of any University personnel required by the Licensee OR the University personnel who will provide the necessary oversight or assistance for the described lab/equipment used during the term of the agreement.
2. The term or time limitation of the agreement.
3. The schedule of fees to be charged.
4. Licensee personnel authorized to use the facility and equipment.
5. Insurance provided by the Licensee in place at the time of the agreement.

The Licensee will be responsible for:

1. Proper care and operation of the equipment used by the Licensee.
2. Liability for any damage to the equipment and/or facility and the indemnification of the University for any action(s) caused by the Licensee. The Licensee will provide proof of insurance as stipulated in the Facility and Resources Use Agreement prior to facility access.
3. Fiscal, safety, research, and legal compliance with all Federal, State, and local laws, rules, and regulations as well as University Policies.
4. Provision of any supplies or consumable materials required for the project. The University will neither supply nor sell consumable materials to the Licensee for the project.

5. Timely payments for facilities use.

#### 2.03 Fee Schedule:

1. **Facility Fees** are the charges incurred for use of lab space and equipment in the lab. The space is offered/rented at a per hour rate. The hours of use do not necessarily need to be contiguous.
2. An **Administrative Fee** of the facility's total usage cost will also be charged to the Licensee. This fee is based on the Federal Cap on administrative charges allowable on sponsored programs and is used to cover the indirect costs associated with establishing and servicing the agreement.
3. **Basic Equipment Overhead Fees** will be a percentage of the total usage/rental cost and will be assessed at the time of the agreement and is the facilities portion of the F&A negotiated rate agreement. It is charged to cover operational or indirect costs such as equipment depreciation. At the time of the agreement, Grants and Contracts Financial Administration will advise the Licensee of the percentage rate to be charged. Facilities overhead fees collected will be split between the college responsible for the facility and the general University.
4. The University may charge **additional fees** (actual use charges) for use of any specialized equipment, recharge center charges incurred, or core facilities usage not covered in the Facility Fee, Administrative Fee, or Basic Equipment Overhead Fee.
5. If University staff will be required by the Licensee, the staff will work under the direction of the University offering technical assistance for the facility and/or equipment used by the Licensee. The cost of the staff will be based upon a fully-loaded per hour cost which will include salary, fringe benefit costs, and the University's current negotiated F&A rate.

*Example: (actual fees charged will reflect current rates at time of agreement)*

<b>Space/Facilities</b>		<b>OSU Personnel</b>	
10 hrs x \$65/hr 650.00	\$	Salary 10 hrs x \$95/hr 950.00	\$
Admin. Fee (650).269 174.00	\$	Fringe benefits (950).35 332.50	\$
Basic Fac. Equip (650).227 147.55	\$	F&A (1282.50).496 636.12	\$
<i>Total Facilities Costs</i> 971.55	\$	<i>Total Personnel Costs</i> \$1918.62	
<b>Total Agreement Cost \$2890.17</b>			

Approved by: Grants and Contracts Financial Administration, November 2017  
 Approved by: Associate Deans for Research, December 2017  
 Approved by: Faculty Council Chair, January 2018  
 Approved by: Council of Deans, February 2018  
 Approved by: E-Team, February 2018  
 Approved by: Board of Regents, March 2018