

**INSTRUCTION SHEET FOR
ACADEMIC RESEARCH SERVICES ORDER (ARSO) FORM
The Pennsylvania State University Core Research Facilities**

The ARSO is a brief agreement designed to utilize simplified terms and conditions, which have been vetted by Penn State's legal team, to enable external customers to leverage routine research services with core facilities at Penn State. The ARSO is a cost reimbursable contract that serves as an open order for a specified period and for an estimated cost.

Detailed instructions for ARSO completion and general principles are noted below.

1. If the appropriate signature authority for your organization signs the ARSO as written, work can begin as soon as a PSU countersignature is acquired.
2. Penn State has executed thousands of ARSOs without change and has not had any negative consequence for either party. However, if your organization requires changes to the standard terms and conditions, please see instructions below, under *Terms and Conditions*, for requesting revisions to the language. Note that Penn State will not negotiate **any** T&Cs for ARSOs valued under \$5,000. Requesting changes can lead to a lengthy and costly negotiation process for both parties.
3. Terms and Conditions that Penn State cannot negotiate:
 - PURCHASE ORDERS - Penn State cannot accept the terms of a customer's Purchase Order. Only the dollar value of a PO can be acknowledged. Penn State cannot accept a Purchase order in lieu of an ARSO.
 - CONFIDENTIALITY – The ARSO contains Nondisclosure language, and Penn State's technical staff are well versed in keeping information confidential. A stand-alone NDA in addition to an ARSO is duplicative and unnecessary, as Penn State is providing a purchased service, not a collaborative research program. Furthermore, unless the specific confidential information is reduced to writing, an NDA is meaningless. Most NDAs are never reduced to writing.
 - WARRANTIES AND INDEMNITY – Penn State cannot negotiate on warranties and indemnity. We provide all results on a research best-effort basis and cannot be held liable for any product protections.
 - INTELLECTUAL PROPERTY – Penn State has no interest in patenting your technology and is only interested in IP if a new analytical or processing technique is developed. In the last 15 years, neither of these has occurred.
 - PUBLICATION RESTRICTIONS – To preserve research tax exemption, Penn State must ensure that publication of research is permissible. We are not interested in publishing your proprietary research results but may be interested in publishing analytical techniques with generic data. There are exceptions to this but that is usually with our equipment partners who may be trying new things or vetting data and want to publish. You will be a partner in this process if publishing is considered appropriate.
 - FEDERAL FLOW-THROUGH – Penn State does not want to be a sub-contractor on your federally funded award and cannot agree to flow-through terms. Please run the ARSO through your Purchasing Department as a purchased service. Most federally funded contracts contain a budget line item for purchased services.
 - EXPORT CONTROL – Penn State cannot accept export-controlled samples without conversation regarding material specifications and an appropriate compliance plan.
4. Your organization will be responsible for all charges incurred on a best-effort basis regardless of outcome. If your monthly invoices add up to more than the total estimated cost on your original ARSO, you will be required to process an ARSO amendment to increase the amount before incurring further charges.
5. If you spend less than anticipated, you won't be billed for the difference. At the end of the period of performance, the account will be closed or renewed for another period if additional services are needed.
6. The **External User Term Sheet** is an additional form required IF representatives of your organization will become trained operators of the instruments in the core facilities (as opposed to having Penn State technical staff members perform the work), whether on-site or operating tools from a remote location; the Term Sheet is a basic risk and liability form. If you cannot agree to the standard Terms and Conditions of

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the External User Term Sheet, please see instructions below, under *Terms and Conditions*, for requesting revisions to the language.

7. The original signature version of the above form(s) is not required to execute the paperwork; scanned forms can be submitted by e-mail to LEOContracts@psu.edu to expedite account set up. Account set up can take a few days to complete.

Explanation of ARSO Form Fields:

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University	The contact information for the PSU core facilities' individual to whom you can direct questions regarding the order process.
Estimated Cost	The estimated total that you, in consultation with PSU technical staff, anticipate spending in the facility during the period specified on the form. This estimate should cover the entire scope of work that will be entered in the Description of Services field and be no less than \$1,000. You will only be billed for actual costs of services performed. Penn State reserves the right to not accept projects requiring export review or negotiable contracts, based upon cost of implementation in relation to anticipated sponsor spending.
Performance Period	The beginning date and end date of the period for which you would like to open this order. To prevent unnecessary additional paperwork, this period should be no less than three months.
Organization Purchase Order No.	An <i>optional</i> field to indicate a PO number for invoice reference purposes only.
Payment Terms	Terms are Net 30 Upon Receipt. Monthly invoices are distributed by e-mail to the principal investigator (PI) and billing contact around the 25 th of the month for work done during the previous monthly cycle. Penn State will temporarily stop work due to unpaid invoices; work will resume upon full payment.
Organization Name	<i>Please add</i> the full legal name of your organization.
Technical Contact	<i>Please add</i> the name, mailing address, phone number, and e-mail address of the technical contact or principal investigator (PI) from your organization for this research project.
Billing Contact	<i>Please add</i> the name, mailing address, phone number, and e-mail address of the billing contact person at your organization who should receive copies of invoices that are sent to the PI.
Facility Analyst/Tech Staff Contact(s)	The name(s) of the main technical contact(s) that you have corresponded with regarding this research project (if known).
Project Title	A brief descriptive title for this research project.
Description of Services	A generic statement describing the work you would like to have done, typically developed in consultation with PSU technical staff (i.e., Characterization of Materials or Sample Analysis); this will allow you the most flexibility in utilizing the various user labs, instruments, and tools without the need to amend/adjust the paperwork to describe other specific technique and sample information.
Checkbox	<i>Please check</i> - IF your company employees will be operating any Penn State facilities whether on-site or from a remote location. (If this box is checked, you will also need to complete and return the External User Term Sheet.)
Endorsements Organization	<i>Please have the appropriate person in your organization sign, date, and provide their Title.</i> If your organization is an academic institution, an authorized official will be a VP, Provost, Member of Office of Sponsored Programs, or those duly appointed by them, as having authority to execute agreements on behalf of the institution.
Endorsements University	Penn State's duly appointed official for executing agreements on behalf of the University. After this signature and date is acquired, you will receive a fully executed

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	copy of the ARSO Form for your files.
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Terms and Conditions	<i>Please read.</i> These are the standard Terms and Conditions under which the Penn State Core Research Facilities operate. If your organization cannot agree to the Terms and Conditions as listed on the ARSO or the External User Term Sheet, please strike-through the language you wish to revise and write in your suggested alternate language (use additional sheets if necessary). Complete the remaining portions of the form as required and return. No signature is necessary under these circumstances until all negotiations are complete. Deviating from the standard Terms and Conditions will require review and approval through the Office of Sponsored Programs (OSP). An OSP representative will contact you to negotiate your request. Please be aware that the negotiation process may delay the implementation of your research project by several weeks to months. Please take this delay into consideration when entering your project end date. <u>Internal conversations with the appropriate people in your organization is strongly encouraged to support the negotiation process and maintain progress.</u>
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Supplemental Project Information	<i>Please check</i> only one in each category.
Project User Information	<i>Please list</i> the name of each user, if any, for this research project, in addition to the PI listed on page one. (Each additional user will need to complete and return a New User Form.)
Project Title	This field should auto-populate from the Project Title entered on page one.
Technical Contact (PI) Signature & Date	The PI/Technical Contact listed on page one should also <i>sign and date</i> the ARSO Form.