

## Request/Agreement for Self-Support Project Account

### PART 1: General Information

This agreement is used to authorize the establishment of an account for a Self-Support project to be managed by the San Jose State University Research Foundation (SJSURF). A Self-Support project is defined as being a non-state-funded activity that enhances SJSU's educational mission, and enriches the University's learning environment (e.g., faculty hosted seminars, conferences and workshops, specialized training [non academic credit], and special events.) This agreement is **NOT** to be used to establish an account for **contracts or grants, gifts or donations, or for any activities that will confer academic credits or are required to obtain academic credit.** All Self-Support projects must comply with the guidelines, policies and procedures of the SJSU Research Foundation, CSU Policy 13680, and Executive Order 1059.

New                      Update                      SJSURF Account #

Project Title

Start and End Dates

(Maximum term is 3 years after which this form will need to be updated and re-authorized if account is to remain open)

UPON TERMINATION OF PROJECT ANY BALANCE OF FUNDS SHALL BE DISPOSED TO:

College Dean SJSURF Operating Account

Department Chair SJSURF Operating Account

Account #

Account #

Project Director

College, Department, Zip

On-Campus Address

Off-Campus Address

DESCRIBE THE PURPOSE OF THE PROJECT ACCOUNT AND BENEFIT TO SJSU

(Include objective of project, need being addressed, benefits and significance to SJSU students, faculty and staff.)

If additional space is needed, please attach word document

WHERE WILL THE PROJECT BE LOCATED AND THE UNIVERSITY FACILITIES/EQUIPMENT USED?

(Include specific address and building, and describe how cost of facilities usage is to be managed.)

## PART 2: Funding/Revenue Sources

Per CSU Executive Order 1059, revenues from CSU system-wide mandatory fees, campus mandatory fees, course and materials fees, or fees paid by matriculated CSU students to attend campus self-supported instructional programs for academic credit **may not** be deposited in this account. **PLEASE CHECK ALL THAT APPLY:**

Transfer from other Account (account name & #):

Program Income from Contract or Grant Project (specify):

Sales of Goods (specify type, i.e., t-shirts):

Special Events (specify event, workshop, conference):

Fees (specify type, i.e., participation, non-credit workshop):

Other (specify):

## PART 3: Expense Types

Types of Expected Expenditures - **PLEASE CHECK ALL THAT APPLY:**

Faculty or University Staff Release Time or Overload	Stipend/Honoraria/Award	Space Rental or Lease
Non-Faculty Salaries & Wages	Travel	Hospitality/Catering
Independent Contractors	Equipment Purchase	Other (explain below)
Payments to Non-U.S. Citizens	Equipment Rental	

## PART 4: Risk Management

**Will the activities of this project involve any of the following?**

1. Individuals driving their own vehicles as a required part of their job duties?	Yes	No
2. High risk or special events that may require a certificate of insurance? (i.e., renting transportation for field trips, renting of hotels or facilities for meetings, workshops)	Yes	No
3. Special events where you anticipate serving alcoholic beverages?	Yes	No
4. Use of hazardous materials or involvement in a hazardous activity? (See SJSU web site <a href="http://www.sjsu.edu/fdo/departments/ehs/hazardous/">www.sjsu.edu/fdo/departments/ehs/hazardous/</a> regarding use of hazardous materials or activities.)	Yes	No
5. Working with minors, disabled or elderly? If yes, please circle.	Yes	No
6. Use of volunteers?	Yes	No
7. Foreign Travel? If yes, please specify city and country:	Yes	No
8. Use of human subjects? If yes, attach approval from IRB.	Yes	No
9. Use of animal subjects? If yes, attach approval from IACUC.	Yes	No

Additional review by SJSURF Human Resources and/or Risk Management may be required for some of these types of activities . (SJSURF to obtain the following signatures.)

Review by SJSURF HR when applicable:

Review by SJSURF Risk Management when applicable:

## PART 5: Terms & Conditions

**SJSU Research Foundation agrees to monitor and enforce the following terms and conditions:**

- This project has an administrative fee set by the SJSURF Board of Directors.
- This agreement will be reviewed on a 3 year cycle.
- To continue this project activity past the project termination date this form must be updated and re-authorized.
- Negative balances are not allowed unless pre-approved by the SJSURF.
- Accounts with negative balances may be closed and will become the liability of the Project Director's affiliated departmental account at SJSURF.
- All property or equipment purchased from this project belongs to SJSURF unless deeded to the State.
- Assets may not be transferred to another entity unless determined to be an exception by SJSURF.

**Project Director agrees to the following responsibilities:**

- Ensuring all funds expended on this project will be for the purposes described herein.
- Ensuring signature authority on this agreement.
- Certification that expenditures are in compliance with the educational mission of SJSU.
- Complying with any and all SJSURF and CSU policies, procedures and or directives (as amended from time to time) including the hiring, payment and supervision of employees.
- Reviewing and monitoring this project and reporting any discrepancies upon discovery.
- In case of account overdraw, obtain funds from other sources to cover the deficit, including the Project Director's affiliated departmental account at SJSURF.
- Updating signatures each time the project is renewed.
- Submitting an updated form as necessary during the agreement.
- When closing this account, the Project Director will send an e-mail to SJSURF including reason for account closure, including proposed disposition of remaining funds, and property location (if applicable).
- Upon termination of project, any balance of funds shall be disposed to either the College Dean's SJSURF Operating Account, or the Department Chair's SJSURF Operating Account

## PART 6: College & Department Approvals

**Signatures below indicate agreement with the following**

- Agree to the SJSURF administrative fee. Currently     %).
- Agree that project funds will not earn interest, unless it meets SJSURF Board policy approval (Balance in excess of \$500K).
- Agree this project will not have a negative balance unless pre-approved.
- Agree that any negative balance on this account is the liability of the college/department account at SJSURF.
- Agree that I have read this agreement and agree to all terms and conditions.

**PROJECT DIRECTOR AND AUTHORIZED SIGNATURES FOR EXPENDITURE**

Project Director's Name	Signature _____	Date _____
2nd Authorized Name	Signature _____	Date _____
3rd Authorized Name	Signature _____	Date _____

Recipient of Monthly Report if other than Project Director: \_\_\_\_\_ Phone/Zip \_\_\_\_\_

**COLLEGE & DEPARTMENTAL APPROVAL**

Department Chair's Name	Signature _____	Date _____
College Dean/AVP Name	Signature _____	Date _____

**PART 7: EO 1059 and Policy 13680 COMPLIANCE ANALYSIS (to be completed by SJSURF)**

<b>Policy 13680 Ownership Indicators</b>	<b>Applies to SJSURF (Check Box)</b>	<b>Applicable Remarks</b>
Authority and discretion to <i>contract</i> for services or materials required by an activity or program (e.g. contract for use of hotel conference space or to procure scientific equipment).		
Responsibility for <i>business losses</i> or for bearing <i>excess costs</i> when insufficient funds were collected in connection with commercial and non-commercial activities or programs.		
Acceptance of <i>legal liability</i> as an owner or principle entity being both in charge and answerable for an activity or program.		
Acceptance of <i>fiduciary obligations</i> (beyond those associated with an agency relationship) associated with an activity or program.		
Responsibility for the establishment of operating and administrative <i>policies</i> governing an activity or program.		
Primary control or discretion over the <i>expenditure</i> of funds related to a program or activity.		

<b>Appropriate Revenue Source per EO 1059?</b>	<b>YES</b>	<b>NO</b>	<b>Remarks</b>
See Part 2 of this agreement			

**PART 8: Research Foundation and University Approval**

The SJSU Research Foundation (not SJSU) will have ultimate responsibility for the program (i.e. contractual authority, liability, risk of loss, policy control, fiduciary authority, authority to continue or discontinue the project) as defined by CSU policy 13680 and Executive Order 1059.

SJSURF Administrator:  
Bernadette Corneau

Signature \_\_\_\_\_

Date \_\_\_\_\_

SJSU Administration and Finance:  
Marna Genes

Signature \_\_\_\_\_

Date \_\_\_\_\_