****

**Core Facility Memorandum of Understanding (MOU)**

1. **Summary
This Charter Agreement is by and between:**

|  |  |
| --- | --- |
| **Provost** | **SVPR** |
| **Dean** | **Dean** |
| **Chair** | **Chair** |
| **Director** |  |

**This Agreement, effective as of <<DATE>> provides the terms under which Northeastern approves <<FACILITY DIRECTOR NAME>> to provide specified Research Services to the research community at Northeastern University and external researchers.**

1. **Name and Purpose**
	1. <<FACILITY NAME>> is hereby designated as a << Specialized Service Facility/Shared Research Facility>>, hereafter designated as the Facility.
	2. The purpose of the Facility shall be <<Include description from Shared Facility Application Intake Form>>.
2. **Definitions**
	1. “Specialized Service Facility” designates a facility with highly specialized research expertise, advanced equipment, technologies, services and other resources that provide Northeastern with research and analytical capabilities that are not widely available, or a facility having annual operating costs exceeding $1,000,000
	2. “Shared Research Facility” designates an operating unit within a Northeastern College or Institute that contains shared instrumentation and provide goods or services for a fee based on a published rate schedule, directly supporting the University's research or academic mission and recovering costs through charges to internal and external users. Shared Research Facilities have dedicated personnel, equipment, and space with annual operating costs exceeding $100,000.
	3. “Facility Director” shall mean the member of the Northeastern University Faculty or Staff who is appointed by the Senior Vice Provost for Research (SVPR), in consultation with the relevant academic units, to be responsible for compliant operational and financial oversight of the Facility in accordance with the [administrative guidelines](https://research.northeastern.edu/shared-research-facilities-at-northeastern/stand-up-documents/#administrative).
	4. “Technical Director” shall designate the member of the Northeastern University faculty or staff who, together with the Facility Director, will be responsible for developing a living plan for operation of the Facility and obtain necessary approvals for changes in Facility organization.
	5. “Lead Department, College, Institute” shall mean the organization with primary responsibility for tracking, monitoring, and advising the regulatory and financial operation of the a Facility or Shared Research Facility.
	6. “Facility Oversight Committee" shall designate a group of Northeastern University Faculty that will monitor and make recommendations for the compliant operation of, oversight and maintenance of the Facility.
	7. “Shared Research Facility Committee”, hereafter SRFC, shall designate a group of Northeastern University administrators and faculty reporting to the Senior Vice Provost for Research (SVPR) that will monitor and make recommendations for the operation and maintenance of all University Specialized Service Facilities and Shared Research Facilities.
	8. “Facility Staff” shall designate any staff employees who are engaged in and compensated for effort to support, maintain, or operate the Facility.
	9. “User” shall designate any person or entity internal or external to Northeastern University who uses the equipment or services of a Facility or Shared Research Facility on a fee-for-service basis.
	10. “Investor” shall designate any entity, most typically the Lead College(s), Institute(s), or Department(s) that contributes support to the Facility or Shared Research Facility either financially or in-kind. Ideally, Facilities and Shared Research Facilities will be self-supporting however, it is recognized that they may require Investor support to recoup a portion of operational costs not recovered from user fees.
3. **Organization**
	1. <<Facility Director Name>> is hereby appointed as the Director of the Specialized Service OR Shared Research Facility, and shall report directly to the <<SVPR, Dean of (College), Director of (Institute), Chair of (Department)>>.
	2. (include as appropriate) <<Technical Director Name>> is hereby appointed as the Technical Director of the Facility and shall report directly to the Facility Director. In the absence of a Technical Director, the Facility Director shall fulfill that role.
	3. <<Budget Manager Name>> shall bear primary responsibility for managing the budget, expenses, billing and revenue management of the Facility.
	4. At the establishment of the Shared Facility, an Shared Research Facility Committee shall be established including: <<Names of at least two Northeastern University faculty in addition to the Facility Director with expertise related to operation of the <<Specialized Service/Shared Research Facility)>>. The Shared Research Facility Committee will meet a minimum of once annually to review operations which shall include ensuring specialized equipment and facilities are appropriately maintained and safety procedures are current and adhered to, as applicable.
	5. The Facility shall operate in compliance with all relevant University Policies with particular attention to (1) Environmental Health and Safety, including maintenance of laboratory records in the University Risk Management system, (2) Compliance with federal guidelines for fee-for-service operations, and (3) Inclusion with respect to internal and external Users. In furtherance of Northeastern’s public service, research, educational and economic development missions, the Facility shall make its capabilities available to other institutions and companies, in a manner consistent with Northeastern’s status as a tax-exempt institution of higher education.
	6. Review
		1. *Initial Review*Prior to establishment of the Facility, the Facility Director, in cooperation with the UCOC and the Facility’s Technical Director and Budget Manager, shall develop a Sustainability Rate and Budget Plan to be included as an Appendix to this Agreement. The Sustainability Rate and Budget Plan will project anticipated revenues, operation costs, and all support from Investors in the Shared Facility over a 5-year window.
		2. *Annual review*
			1. The Facility Director or Technical Director, in consultation with the Facility Oversight Committee, shall submit annual progress reports which will include a narrative of prior year operations and any major activity by the Facility , costs/revenue/subsidies from all sources for the previous year due to the UCOC each September 1. The report will include (i) an updated Sustainability Rate and Budget Plan including revised predictions for costs/revenues/subsidies and any proposed changes in rate schedule over the next 5 years, (ii) proposed disposal or acquisition of facilities, and (iii) any changes in space needs (iv) explanations for significant deviations from projections, (v) updated lists of Staff, Users, and Oversight Committee, (vi) a listing of research (publications) supported by the Facility (vii) any intangible benefits accrued to the University by the Facility such as uniqueness, visibility, fulfillment of strategic University research missions, notable new hires, or notable collaborations associated with the Facility.
			2. At each review of the Facility, the UCOC will evaluate the progress report for compliance of operations and proposed rate schedule, assess progress towards identified revenue targets, evaluate any requests from the Facility, and make recommendation to the SVPR.
			3. The Facility may carry forward deficits or surpluses within 15% of total operating costs to be recovered within the review period as specified in the Sustainability Rate and Budget Plan. Below the threshold of 15% the Investors in the Facility will make up the difference (at least to the deficit threshold and at most to the breakeven point, by agreement among the Investors) in proportion to their respective contributions to Facility operation as established in the Sustainability Rate and Budget Plan.
			4. If Investors are unable collectively to restore the Facility to sustainability, the UCOC shall recommend to the Facility and to the SVPR one of several remedial actions. These include but are not limited to: (1) adjusting the Facility’s rate schedule, (2) removing one or more services from the Facility, (3) changing Facility staffing, and (4) closing the Facility.
		3. *Incidental reviews*
		Facility Directors may request review by the UCOC in addition to the annual review schedule to evaluate significant changes in the Sustainability Rate and Budget Plan, Facility operations (e.g. equipment acquisition or failure, staff changes, voluntary closing of Facility, other emergencies).
	7. **Procedure for closure**
		1. If a determination to close the Facility is made by the Provost or SVPR upon recommendation of the UCOC, the Facility shall have 1 year of operation after such determination. Terms and conditions of existing service agreements will be honored, but all service agreements must terminate by the end of Facility operation.
		2. The University will honor commitments to Facility staff during the 1-year shutdown period. Staff may be shifted for other needs in that period if there are no further Facility activity. The SVPR will work with other Investors to cover any gaps in the support of Center staff.
		3. The UCOC will determine appropriate disposition of Facility equipment based on the needs and interests of the University Research Enterprise and make recommendations to the SVPR for final decision. These considerations will include how the equipment was acquired and what organization holds title. NU-RES will be notified if permission is required from any federal funding agency before disposing of or transferring any equipment.
		4. Recovery of costs ceases on the stated date of Facility closure. Any remaining funds after commitments are satisfied will be transferred to the Investors to in proportion to their respective contributions as stated in the Sustainability Rate and Budget Plan.
4. **Investors and Lead College Oversight**
	1. <<**Investor(s)**>> is/are the primary investor(s) and <<**Unit**>> is the Lead College/Institute for this Facility.
	2. Facility operations (purchasing, hiring, and all other financial activities) will remain at or under the annual expense budget established in the Sustainability Rate and Budget Plan, unless sufficient additional revenue is secured to offset additional expenses, and written authorization is received from the Dean of the Lead College and/or their designee.
	3. The Director of the Shared Research Facility and/or their designee are required to provide quarterly revenue and expense detailed reports and forecasts to the Associate Dean of Finance and Administration of the Lead College and/or their designee.
	4. The Lead College agrees to provide operating subsidy as required in the Sustainability Rate and Budget Plan, for the duration of that plan (three years). During each annual review of the Shared Research Facility, the Lead College shall indicate to the Shared Research Facility Committee if they intend to continue their operating subsidy, and at what levels, before the Committee makes its annual recommendation on the Shared Research Facility to the SVPR.
5. **Signatories**

Provost: *(signature)*­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(print name)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sr. Vice Provost for Research: *(signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dean of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dean of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dean of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*