

UNC GREENSBORO CONTRACTS CHECKLIST

The North Carolina State Attorney General's Office has issued instructions mandating that certain "prohibited clauses" may not be included in any contracts into which a state agency such as the University enters. The reviewing individual or office must review each contract to ensure that: it does not contain any of the prohibited clauses; it is consistent with federal and/or state laws; it is consistent with University rules and regulations; risk management concerns have been reasonably addressed; and it is consistent with any known predecessor agreements. The reviewing individual or office may withhold approval pending other appropriate institutional reviews and will coordinate obtaining those reviews.

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INSTRUCTIONS

To complete this checklist, print out this document (you can download a PDF version here) and fill it in by hand.

This checklist has been prepared by the Office of General Counsel to assist University individuals and offices with contract review and/or signature authority in the negotiation and review of contracts. It is based on contracting guidelines from the North Carolina Attorney General's office, on the rules of the State's and the University's Purchasing offices, and on University policies.

1. **Applicability:** This checklist applies to University contracts that are not templates approved by the University, the University of North Carolina, or the State of North Carolina.
2. **Contracts for Goods or Services:** Because each consulting or personal services contract you consider will involve different facts and circumstances, review the information below and always discuss any contract to obtain goods or services with Purchasing before engaging in extensive negotiation of contract
3. **Contracts Exceeding One Million Dollars (\$1,000,000):** Proposed contracts for supplies, materials, printing, equipment, and contractual services that exceed one million dollars (\$1,000,000) must be reviewed by the University General Counsel to ensure that the proposed contracts are in proper legal form, contain all clauses required by law, are legally enforceable, and accomplish the intended purposes of the proposed contract. ([NCGS § 114-8.3](#)). The General Counsel, in consultation with Purchasing, will complete the NC Attorney General's contract checklists prior to finalizing a contract that exceeds one million dollars.

4. **Procedures:** See the [Contract Review Process](#).
5. **Conclusion:** If a contract does not satisfy all elements of the checklist, there are three options:
 - The University employee with an interest in the contract may negotiate with the vendor or other party to reach agreement on terms that are consistent with the Contract Checklist
 - The University employee with an interest in the contract, and his or her supervisor, may sign a [Contract Advisory](#) that allows deviation from some of the checklist requirements, but not for prohibited clauses.
 - The University may decide not to enter into the

The decision about which options to pursue will be made by the person with an interest in the contract after consultation with Purchasing or the other applicable contracting office and, when needed, the Office of General Counsel.

NOTE: The reviewer is responsible for ensuring that at least one original of the contract, signed by all parties, is obtained and is kept on file in the office of the Authorized Signatory signing the contract on behalf of the University. This completed checklist, appropriately signed, must be filed with the original contract.

NAME OF OTHER PARTY(IES): _____

DESCRIPTION OF PRODUCT/SERVICES IN THE CONTRACT: _____

IMPORTANT ACTIONS PRIOR TO BEGINNING CONTRACT REVIEW

IF THE CONTRACT IS FOR PURCHASE OF GOODS OR SERVICES OR CONSULTING (INDEPENDENT CONTRACTOR AGREEMENT),

Review [UNCG Purchasing Policies](#) to confirm that the rules of the State Division of Purchase and Contract have been complied with, and that proper bid procedures have been followed (if applicable).

If the contract is for the purchase of goods or services, ensure that the following language is inserted:

"Access to Persons and Records: The State Auditor and the University of North Carolina at Greensboro's internal auditors will be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance."

"As required by Section [143-133.3](#) of the North Carolina General Statutes, the Contractor certifies that it, and each of its subcontractors verifies, the work authorization of each of its employees under E-Verify." (See also NC General Statutes [Article 2, Chapter 64](#).)

"[Contractor] and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

If the contract is valued at more than \$1,000, ensure that the company/vendor is not listed on the North Carolina State Treasure lists [found here](#) for the Iran Divestment Act or Companies Boycotting Israel.

If the contract is for the purchase of electronic and information technology goods or services, ensure that the following language is inserted:

"Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA with respect to accessibility for individuals with disabilities. In the event that the University receives any complaints or concerns regarding the accessibility of the product or service, Contractor agrees promptly to respond to and resolve those concerns. Further, Contractor agrees to indemnify and hold University harmless for any claims arising from the inaccessibility of its product or service."

(If the contractor will not accept this language, contact the Purchasing or the Office of General Counsel.)

If the contract provides that a vendor will process payments on behalf of the University, ensure that the following language is inserted:

"To ensure the security of cardholder information and data accessed by Vendor in connection with this Agreement (collectively, "Cardholder Data"), Vendor hereby agrees to adhere to all applicable Payment Card Industry ("PCI") data security standards and requirements with respect to Cardholder Data, including, without limitation, the most current version of PCI Data Security Standard ("PCI DSS") and all applicable requirements for validation with the current version of the Payment Application Data Security Standard ("PA DSS") for its payment processing system. Vendor agrees to supply to University the current status of its PCI DSS and PA DSS compliance as of the effective date of this Agreement and on an annual basis, and upon request by University, throughout the term of this Agreement. Vendor will indemnify, defend, protect and hold University harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which University may be required to pay, that result from Vendor's breach of this Section."

(If the vendor will not accept this language, contact Purchasing or the Office of General Counsel.)

IF THE CONTRACT REQUIRES THE VENDOR/CONTRACTOR TO WORK WITH SENSITIVE POPULATIONS, HAVE ACCESS TO SECURITY SENSITIVE AREAS OF CAMPUS, OR ACCESS TO SENSITIVE INFORMATION OF STUDENTS OR EMPLOYEES:

Ensure that the following language is inserted:

"[Vendor], at its expense, will conduct a background check for each of its employees, and for any employee of its subcontractors, who is assigned a task that requires access to residence halls or other areas designated by the University of North Carolina at Greensboro as security sensitive (each, a "Security Sensitive Area"), or as sensitive information ("Sensitive Information means employee or student social security numbers, birthdates, personal contact information, health records, passwords, non-salary financial information (such as expense reimbursements, or retirement account information), student records, and personnel information). The background check must be conducted within the twelve (12) months immediately preceding an employee's initial access to the Security Sensitive Area or Sensitive Information. At a minimum, the background check must consist of a search conducted by a qualified background check service provider, and include a review of the National Sex Offender Registry and criminal court records of all counties of residence based on the employee's past seven years of residential addresses. The following types of convictions will normally render an employee ineligible to work in a Security Sensitive Area or with Sensitive Information:

1. Drug distribution activity or felony drug possession
2. Sexual offenses, including stalking
3. Crimes of violence involving physical injury to another person

4. Child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment
5. Murder
6. Kidnapping
7. Any other crime involving moral turpitude

All Vendor or subcontractor employees with access to a Security Sensitive Area or Sensitive Information have the responsibility to self-disclose to Vendor any convictions that occur while assigned to [University] within three business days of the conviction. If at any time it is discovered that a Vendor or subcontractor employee requiring access to a Security Sensitive Area or Sensitive Information has a criminal record that includes any of the above-listed offenses, [Vendor] must inform the University and University will assess the circumstances surrounding the conviction, including the time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the employee is eligible for assignment to a Security Sensitive Area or access to Sensitive Information. University may withhold consent to such assignment in its sole discretion.

University may audit Vendor's background check process at any time to ensure compliance with this [Section]. Failure of [Vendor] to comply with the terms of this [Section] is a material breach of this Agreement and may result in immediate termination by University without further liability or obligation."

I. PROHIBITED CLAUSES

IF THE FOLLOWING TERMS ARE IN THE CONTRACT, CONTRACT MUST BE MODIFIED OR ABANDONED; CONTRACT ADVISORY IS NOT AN OPTION. THESE [CLAUSES ARE PROHIBITED](#).

1. Does the Contract Subject the University to tort liability beyond the limits of the Tort Claims Act, or otherwise waive the State's sovereign immunity? (For further information, contact the Office of General Counsel.) CAUTION: any clause that provides for University liability or "assumption of risk" or "responsibility" for damages, accidents, claims, etc. may violate this prohibition.

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

2. Does the contract provide for the University to "hold harmless," or "save harmless," or "indemnify" the contractor, or otherwise assume responsibility for paying the contractor's liabilities?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

3. Does the contract contain clauses that would make it subject to either the substantive law or the jurisdiction (also referred to "forum" or "venue") of another state?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

4. Does the contract require binding arbitration or any mandatory dispute resolution other than legal action in North Carolina courts? (A nonbinding mediation clause is acceptable.)

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

5. Does the contract allow the other party to assign its right to payment to a third party without subjecting the third party to all the defenses and claims the University would have against the original contracting party?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

6. Does the contract provide for the University to pay attorney fees, court costs, or other litigation expenses of other parties if there is a dispute?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

7. Does the contract provide for personal liability of the signer or any other University employee?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). The University cannot protect an employee from personal liability; the Defense of State Employees Act applies only to liabilities within the course and scope of an employee's State employment.)

No

8. Does the Contract include a “non-compete” clause, which requires, for example, that the University may not contract with a similar service or product provider for a specified length of time after the expiration or termination of the Contract?

Yes (Either modify the contract or abandon it. Contract Advisory is not an option). Click [here](#) for or an explanation of why this clause is prohibited and for language to use in negotiating the removal of this clause from the Contract.)

No

9. Does the Contract create a procurement relationship with the immediate family member of any employee of the University?

Yes (Either remove the clause or abandon Contract. Contract Advisory is not an option. See the [Conflicts of Interest and Commitment Policy](#)).

No

NOTE: Prior written approval from the University Purchasing Office and the North Carolina State Purchasing Office (SPO) is necessary before making University purchases from or through individuals who are also employees of the University or the State of North Carolina.

10. Does the Contract include a clause or covenant providing that the University will not hire a service provider's employees who work with us in the provision of services?

Yes (Delete the clause. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited.)

No

11. Does the Contract allow a for-profit entity to use space on campus that is financed with tax-exempt bonds (excluding facility use agreements of less than 90 days, or other relationships approved by the Vice Chancellor for Business Affairs, the Vice Chancellor for Research & Engagement, or the Office of General Counsel)?

Yes (Delete the clause. Contract Advisory is not an option. Contact the [Office of General Counsel](#) for direction.)

No

12. Does the Contract give any other entity any interest in research results obtained in part by University researchers other than a non-exclusive right to use the results for internal research purposes?

Yes (Delete the clause, unless it has been approved by the Innovation Partnership Services Office or the Office of General Counsel. Contract Advisory is not an option.)

No

II. RISKY CLAUSES

IF THE FOLLOWING TERMS ARE IN THE CONTRACT, EITHER MODIFY THE CONTRACT USING [ALTERNATIVE CLAUSES](#) OR USE CONTRACT ADVISORY; OTHERWISE ABANDON IT.

1. Does the Contract seek to limit the other party's liability?

Yes (Either remove the clause or use the [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

Yes, but the Contract is for user-installed software. (Vendor may limit remedy for defective software to either replacement of the software or refund of the purchase/license price, at University's option. Otherwise, modify the Contract or use [Contract Advisory](#). "Software" does not include information content such as may be found on CD-ROMs and online databases.)

2. Does the Contract contain a provision that all payments are immediately due upon breach of the contract or default (also known as an "acceleration clause")?

Yes (Either remove the clause or use the [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for an explanation of why this clause is prohibited. Click [here](#) for alternative contract clauses and language to use in negotiating removal of this clause.

No

3. Does the Contract contain information about late payment penalties or finance charges?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)

No

4. Does the Contract alter the normal application of North Carolina general law of contract by including clauses that:

- Violate the statute of limitations by providing less than three years for the University to file a legal claim or sue for breach of contract?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for an explanation of why this clause is prohibited.

No

- State that breach would cause irreparable harm and justify injunctive action?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for an explanation of why this clause is prohibited.

No

- Provide for liquidated damages or cancellation fees?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for an explanation of why this clause is prohibited.

No

5. Does the Contract allow the vendor to repossess property or take action outside of court proceedings in response to a University breach of contract?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)

No

6. Does the Contract provide the other party with ownership or other rights (often called a "security interest" or "UCC statement") in the property being purchased by the University?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)

No

7. Has the other party requested that the University sign a “Business Associate Agreement” under HIPAA?

Yes (STOP. Do not sign. In most cases, the presumption is that the University is NOT a “Business Associate.” Send to the [Office of General Counsel](#) for review.)

No

8. Does the Contract provide that "time is of the essence" in the University's performance of a service or provision of a product?

Yes (Either remove the clause or contact the [Office of General Counsel](#) for advice on revising the clause.)

No

9. Does the Contract contain confidentiality terms that last for longer than 3-5 years, that do not require that confidential information be identified at the time of disclosure, or that requires the University to have a binding agreement with employees before sharing confidential information?

Yes (Either remove the clause or contact the [Innovation Partnership Services Office](#) or the [Office of General Counsel](#) for advice on revising the clause.)

No

10. Does the Contract contain language that would restrict faculty, staff or students from publishing research results, or that require approval by a third party prior to submitting for publication or publishing research results?

Yes (Either remove the clause or contact the [Innovation Partnership Services Office](#) or the [Office of General Counsel](#) for advice on revising the clause.)

No

11. Does the Contract require the University to purchase or obtain any type of liability insurance?

Yes (Either remove the clause or contact the [Office of Institutional Risk Management](#) for guidance on revising the clause or obtaining the necessary insurance certificates.)

No

12. Does the Contract require the University to provide any type of warranty or guarantee of services being provided by the University for a fee?

Yes (Either remove the clause or contact the [Office of Sponsored Programs](#) for advice on revising the clause.)

No

III. OTHER IMPORTANT CONSIDERATIONS THAT MAY REQUIRE CONTRACT MODIFICATION, CONSULTATION, OR FURTHER DOCUMENTATION OR AUTHORIZATION

1. Is the reviewer the person most knowledgeable about the background and facts?

Yes

No. (Discuss the Contract with the person most knowledgeable and proceed.)

2. Is Contract document complete? Are all attachments or documents referenced in the Contract attached?

Yes

No (If no STOP REVIEW until all documents are obtained and attached.)

3. Is the name and authority of the other party's representative provided? Are they identified by a corporate or individual name? If corporate, is their state of incorporation included? Are abbreviations used and are they consistent throughout the document and in the signature blocks?

Yes (Ensure signature lines match name and authority exactly.)

No (STOP REVIEW, obtain and attach evidence of authority.)

4. Does the Contract clearly establish who will execute the Contract for the other party, and in what capacity? Are the names, addresses, telephone, and fax numbers of each party's point of contact included?

Yes

No (STOP REVIEW, obtain and then continue with review.)

5. Does the person who will execute the Contract for the University of North Carolina at Greensboro have legal authority to do so? (See the [Policy on Contract Review and Approval and Signature Authority](#) and the [Authority for Contract Negotiations and Signature Authority](#) or contact the [Office of General Counsel](#).)

Yes (Ensure signature lines match name and authority.)

No (Change name/title to that of a person who has authority to sign.)

6. Does Contract contain a clause setting forth that the Contract is the complete agreement of the parties? Does the Contract clearly and accurately state the "consideration." (Note: "Consideration" is a legal term meaning the cause, motive, price or compelling influence which induces a contracting party to enter into a contract. Any benefit conferred or agreed to be conferred to which a party is already legally entitled does not constitute consideration for a contract.)

Yes

No (Ensure parties do not have any oral or "side" agreements and then include clause, if applicable.)

7. Does Contract have a clearly stated beginning date, ending date and effective date?

Yes

No (Determine dates and include.)

8. Does Contract contain a provision stating that time is of the essence in performance of this Contract by the other parties?

Yes

No (Ensure parties do not have any oral or "side" agreements and then include clause.)

9. Is there a provision for notification of default, a method to cure such default and specific steps provided for notice to parties?

Yes

No (If no notice or method for cure is included, review purpose of Contract. If no specific steps are included for notice to parties, include such a provision.)

10. Does the Contract clearly establish time, place, and method of payment?

Yes

No (Include a clause establishing time, place, and method of payment.)

11. Is the Contract consistent with the University's [Purchasing Policies](#)?

Yes

No (Ensure Contract is modified to be consistent with consistent with the University's [Purchasing Policies](#)).

N/A

12. Are payment terms at least NET 30 upon receipt and approval of invoice (meaning that the University has up to 30 days to pay in full)?

Yes

No (Modify to reflect NET 30 terms unless Materials Management allows otherwise.)

13. If the Contract is for personal services by an out-of-state person or entity in the form of a performance, an entertainment or athletic event, a speech (including an academic lecture), or the creation of a film, radio, or television program, does the Contract provide that the University shall withhold a 4% nonresident income tax on payments greater than \$1,500 in any one calendar year?

Yes

No (Include [withholdings clause](#).)

N/A

14. Does Contract contain a force majeure clause ("act of God clause") effective as to both parties?

Yes (Is clause consistent with the Contract purpose?)

No (Determine how acts of God are likely to impact the Contract, negotiate and [insert clause](#) if applicable.)

15. Does the Contract contain confidentiality or non-disclosure provisions?

Yes (Add clause to make it subject to the North Carolina Public Records Act.

No

16. Does the Contract provide for automatic renewal, or renewal unless the University takes affirmative action to terminate?

Yes (Remove automatic renewal term unless Department Head allows otherwise.)

No

17. Does the Contract result in the University directly or indirectly making money in competition with private business?

Yes (Consult with [Office of General Counsel](#).)

No

18. Does the Contract assume or refer to information or documents outside those included with the Contract?

Yes (Determine if such information is needed for proper Contract interpretation, review them against the checklist and include if required.)

No

19. Does the Contract create rights in parties other than the University and contractor?

Yes (Consult with [Office of General Counsel](#).)

No

20. Does the Contract grant any party other than the University any "exclusive right," so that the contract would limit for a period of time the University's capacity to grant similar rights to other persons or organizations?

Yes (Modify the Contract so that this right applies only to your department, or consult with [Office of General Counsel](#), as other departments may have entered into similar "exclusive" Contracts.)

No

21. Does the Contract provide for payments beyond the current fiscal year?

Yes, from State appropriated funds. (Add language that states any payments beyond the current fiscal year are conditioned on appropriation of sufficient funds to cover the purposes set forth in the agreement.)

Yes, from other than State-appropriated funds. (Obtain approval from Department Head.)

No

22. If the Contract is for consulting or other personal services (artistic performance, etc.):

- Have you consulted with Business Affairs to ensure that IRS "[independent contractor](#)" rules and Business Affairs policies are observed?

Yes

No (Consult with Business Affairs.)

- Does the Contract involve the creation or modification of any intellectual property (copyright, patent, trademark) by the party providing consulting or other personal services?

Yes (Ensure that the Contract provides that any such intellectual property rights are owned entirely by the University (e.g., "University shall retain all right, title, and interest, including copyright in the work..."). Contact the [Office of General Counsel](#) with any questions.)

No

- Does the contract require that the University provide the Contractor with personal identifiers as listed in N.C.G.S. 132-1.10 and N.C.G.S. § 14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act (FERPA)?

Yes (Add the [clause suggested here](#). Contact the [Office of General Counsel](#) any questions.)

No

23. Does the Contract allow the price or other terms to be changed in the future?

Yes (Obtain approval from Department Head.)

No

24. Does the Contract allow the other party to use the University's name in any advertising, endorsement, or promotion?

Yes ([Modify the Contract](#) to require advance written approval of content from the Associate Vice Chancellor and Chief Communications Officer.)

No

25. Does the Contract allow the other party to terminate the Contract?

Yes. ([Modify the Contract](#) so that the University gets a pro rata refund.)

No

26. Does the Contract require the University to obtain insurance or a bond?

Yes ([Modify the Contract](#) to state that UNCG is self insuring. Contact the [Office of Institutional Risk Management](#) to be sure as the University does purchase insurance for a few areas.)

Yes, and the Contract requires that the University provide proof of insurance (Contact the [Office of Institutional Risk Management](#) to obtain an insurance letter explaining the University's coverage under the State's excess liability insurance policy.

No

27. Does the Contract provide for other party to buy an insurance policy protecting the University?

Yes. Does the Contract provide for proof of insurance from other party within ten (10) working days of Contract execution?

No ([Modify the Contract](#) to include provision for proof of insurance within time frame.)

28. If answer to Question III. 27 was yes, does the Contract provide for default if insurance is not maintained by other party?

Yes

No (Review Contract purpose and determine if it should be included.)

29. Does the other party assert a right to exclusive control of any investigation, defense or settlement of any patent or copyright lawsuit or other claim filed against UNC Greensboro?

Yes (Such provision must be deleted or [modified](#) to the representation requirement established by law.)

No

30. Does the Contract require the University to "ensure," use "best efforts," "warrant," or otherwise guarantee anything (e.g., security of property or confidentiality of information)?

Yes (Replace that requirement with wording that the University will use "reasonable efforts.")

No

31. Does the contract require personnel, space, or equipment in addition to what is presently available for the project, or does it require alterations to physical plant, installation, or maintenance of equipment?

Yes (You must obtain approval from the Vice Chancellor for Business Affairs (or designee) that such requirements can be provided within the limits of funds available. If the contract requires the purchase of equipment, you are required to determine that such equipment is not already available for the project.)

No

32. Is the contract with a service organization to process transactions for the University that have a significant impact on University financial statements (e.g., investment managers, custodial banks, trustee banks)?

Yes. The service organization is required to have an annual SAS 70 audit of its internal controls [Modify the Contract](#) to include language requiring such audit.

No

33. Does the contract involve the use of one or more University facilities that require scheduling, user fees, or both?

Yes. Follow the University [Facility Use Policy](#).

No

34. Does the contract create competition with other areas of campus?

Yes (Approval by the appropriate Vice Chancellor is required.)

No

35. Does the contract fall within the greater mission of the University?

Yes

No (Approval by the appropriate Vice Chancellor is required.)

36. Is there any part of the Contract that the campus originator does not understand?

Yes (Indicate what part and discuss with the appropriate [contracting office](#).)

No

37. Should the Contract be signed in multiple originals or counterparts?

Yes (Ensure correct number of "originals" exist.)

No (Consider how many parties will "prove" the Contract if needed.)

38. Does the Contract include a provision in which the other party assigns copyright in certain intellectual property to the University?

Yes (Make sure that the language explicitly states that the assigning party "hereby assigns all right, title, and interest, including copyright" in the property described. Contact the [Office of General Counsel](#) if you have any questions about intellectual property issues in a contract, including patent, copyright, or trademark/service mark issues.)

No

39. Does the contract involve the disclosure or maintenance of any personally identifiable patient information, including records of medical treatment or billing for medical treatment?

Yes. ([Modify the Contract](#) to include appropriate language.)

No

40. Was a Contract Advisory used?

Yes (must be attached)

No

I have reviewed the Contract and given accurate responses to each item listed above.

Signature of person originating

Contract: _____ Date: _____

Signature of supervisor of person originating

Contract: _____ Date: _____

Signature of person completing this

Checklist: _____ Date: _____

NOTE: The Reviewer is responsible for ensuring that at least one original of the Contract, signed by all parties, is obtained and maintained in the office of the Authorized Signatory signing on behalf of the University. This completed checklist, and related Contract Advisory (if any), appropriately signed, must be filed with the original contract.