

GENERAL PROCEDURE CONTRACT CHECKLIST

Purchasing Procedures

- Has the appropriate UT purchasing professional been consulted to confirm that all applicable procurement laws, regulations policies, and procedures have been followed?

If this contract is a System Administration contract or a System-wide contract please also complete the UT System Office of Business Affairs Contract Processing Checklist at: <http://www.utsystem.edu/bus/contract%20processing%20checklist.doc>. Submit that document and other required information to the Office of Business Affairs when requesting that the Executive Chancellor for Business Affairs sign your contract.

Form of Agreement

- Is the Agreement on a current, unmodified "standard form contract" pre-approved OGC?
- Is the Agreement complete (i.e., are all pages accounted for and have all exhibits and attachments been provided)?

Parties

- Are all references to the parties, including references in (1) the first paragraph of the Agreement, (2) the abbreviations or defined terms referring to the parties, and (3) the signature blocks, accurate, complete and consistent?

Effective Date, Term and Termination

- Does the Agreement clearly state (1) the beginning or effective date, and (2) the ending or expiration date?
- The right to terminate the Agreement prior to the ending or expiration date may be characterized as (1) "no fault" termination if the party terminating does not need an excuse to terminate the Agreement early, or (2) termination upon an "event of default" if a particular event must occur prior to being able to terminate the Agreement early. Does the Agreement grant another party a "no fault" termination right?
- Does the Agreement grant any party the right to terminate the Agreement in the "event of default" by another party?

Consideration/Payment Terms

- Does the Agreement clearly and accurately state the maximum amount that UT will be obligated to pay under the Agreement?
- Does the Agreement clearly establish place, time and method of payment?
- If the Agreement is a revenue generating or revenue sharing contract, have [BPM 42-03-90](#) and the Non-Financial Questionnaire related to the Unrelated Business Income Tax been considered? If the Agreement is *not* a revenue generating or revenue sharing contract, answer "yes."

Representations, Warranties, Duties and Obligations

- Has another party asked UT to represent or warrant anything other than (1) UT's authority

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to sign the Agreement, or (2) clearly supported and accurate factual information?

- Has another party asked UT to keep information confidential?
- Are all duties and obligations of UT and the other parties to the Agreement clearly stated so that all parties know: (1) what the duties and obligation of each party are, (2) how those duties and obligations will be performed, and (3) when those duties and obligations will be performed?

Insurance

- Has another party asked UT to carry any kind or amount of insurance?
- Will your contract require the Contractor's employees, agents, suppliers or subcontractors to be present on UT property?

Remedies

- Does the Agreement require other parties to the Agreement to indemnify UT from claims or liability or hold UT harmless from claims or liability?
- If the Agreement contains an indemnity from another party, does the other party assert a right to exclusive control of any investigation, defense, or settlement of any claim or lawsuit filed against UT? If the Agreement does *not* contain an indemnity from another party, answer "no."
- Does the Agreement require UT to indemnify or hold harmless another party for or from anything?
- Does the Agreement contain a limitation on or waiver of another party's liability?
- If the Agreement is for the procurement of goods, services or projects, does the Agreement contain the dispute resolution clause required by Section 2260.004, Government Code? The term "projects" is defined by Section 2166.001, Government Code, as building construction projects financed wholly or partly by a specific appropriation, a bond issue, or federal money, to include the construction of: (i) a building, structure or appurtenant facility or utility, including the acquisition and installation of original equipment and original furnishings; and (ii) an addition to, or alteration, rehabilitation, or repair of, an existing building, structure, or appurtenant facility or utility.

If the Agreement is *not* for the procurement of goods, services or projects, answer "yes."

- If the Agreement is for goods, services or projects, does the Agreement contain any dispute resolution provisions (including arbitration or mediation provisions) other than the dispute resolution clause required by Section 2260.004, Government Code? If the Agreement is *not* for the procurement of goods, services or projects, answer "no."
- If the Agreement is not for the procurement of goods, services or projects, does the Agreement contain an arbitration or mediation clause? If the Agreement is for the procurement of goods, services or projects, answer "no."
- Does the Agreement contain a provision that attempts to change or limit the time period

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during which UT may file a cause of action or lawsuit against the other party based on a breach of the Agreement?

Software and Database License Agreements

- Is the contract you are reviewing a software or database license agreement?

Recommended Addendum to General Procedure Contracts

- Has the recommended Contract Addendum been attached to the Agreement?
- The recommended Addendum contains many contract provisions required by our state's laws. Would you like information about these requirements that may help you with your negotiations with vendors?

Contract Execution Procedures

- Would you like a link to OGC's Contract Execution Instructions?