

CONTRACTING POLICY

All contracts and agreements entered into on behalf of the University have substantive financial and legal implications. While it is not practical or desirable for my office to review every agreement which is proposed to be executed on behalf of the University, such as grants, there are clearly identifiable categories of agreements where such review is necessary and desirable. This document codifies University policy, requiring that each of the following agreements must be in writing and be reviewed by the Office of the General Counsel prior to execution:

1. All contracts other than purchase orders under which the University will pay or receive \$10,000 or more at one time, and all forms of contracts (such as those providing for student housing and nonfaculty employment) which will result in aggregate payments or receipts of \$10,000 or more per annum.
2. All agreements providing for an exchange of services including affiliation, consortium and shared services agreements.
3. All agreements relating to a single project or objective when more than one contract is required for its successful completion. Examples include construction and research projects which require the University to contract directly with more than one other party.
4. All agreements regarding the purchase, sale, lease or use of real estate.
5. All agreements other than grants having an expected duration of more than one year.

There are other agreements which experience indicates may be legally troublesome. These include agreements which contain "hold harmless" and insurance requirements, those which provide for disclosure of information which is proprietary, privileged or confidential to the University or its employees, and consulting agreements. Review by legal counsel of these agreements would be advisable.

The foregoing original agreements should be forwarded prior to execution to this office by the responsible Vice President or delegatee along with his or her recommendations and specific legal questions or concerns, if any. Please use a contract cover sheet that has been issued by this office with every agreement. I will approve the agreement or give advice regarding the legal aspects of it. Legal approval will be indicated by my initials next to the University signature line. The Vice President or delegatee referring the matter for review will be responsible for providing an originally signed, fully executed copy of the contract for the General Counsel's files when it is available and for retaining a copy in his or her office for reference.

Unless specifically stated, legal approval does not imply availability of funds or approval of the substance of the proposed agreement. These are determinations which can almost always be made more adequately and efficiently by offices other than that of the General Counsel and

which should normally be made before a contract is forwarded for legal review.