

K-State Office of General Counsel Contract Review Checklist (rev. 6/2020)([PPM 3070](#))

OGC conducts a legal review of ALL University agreements/contracts, regardless of dollar amount, funding source, or name (contract, MOU, MOA, T&Cs, click-through agreements, etc.). Advance completion of this checklist is required and must accompany each contract submitted to OGC. Thorough and accurate completion of all items will make the legal review of your contract more efficient *and* better position your unit.

State the **purpose** of the contract and how it serves the University's needs (this provides helpful context for the reviewing attorney):

Is there an external deadline our office needs to be aware of? Yes No If yes, please provide the date. _____

- 1. The **submitting unit completed a business benefits and costs/risks review** of all contract terms (including ALL attachments and referenced or linked terms and conditions):
 - a. unit understands the contract and the obligations listed, even if the contract uses "legalese"
 - b. all obligations are accurate and complete (specifically describing what the contractor is required to do and not do)
 - c. the contract terms protect the University if the contractor does not meet its obligations
 - d. the unit understands and finds acceptable when it will be allowed to terminate the contract (with and without cause)
 - e. acceptable payment terms, with payments in U.S. dollars and reasonable time to submit payment (e.g., net 30)
 - f. irrelevant/inapplicable language, exhibits, and other attachments are stricken/removed
- 2. If the contract relates to **information technology, software, or collection or transfer of personal data or other sensitive information** via technological means, the contract was reviewed by University IT; the approval or feedback is attached. Complete the [Technology Acquisition](#) form to obtain an IT/data security-focused review.
 - Not applicable
- 3. If the contract allows any **use of University's name, logos, or other marks**, the University's Director of Licensing has approved that use. That approval is attached, or if not approved, the permission is removed.
 - Not applicable
- 4. If the contract involves collection or **processing of any personal data** (any information relating or linkable to an identifiable person) **of persons potentially in the European Union**, please explain that transfer of data here (and/or highlight the applicable contract terms: (This helps determine which "Data Protection Addendum" is required for the contract).
 - Not applicable
- 5. **Template previously approved by OGC** is being used, with changes identified; NOTE: if there are no changes other than dates, dollar amounts, and parties, then OGC review is NOT required, unless the template has not been reviewed in the last 3 years; OR
 - there is **no applicable template**
- 6. If **contract is a renewal or new version of an existing or previous contract**, the existing or previous version is attached with any changes from the previous contract highlighted/described; NOTE: if there are no changes other than dates, dollar amounts, and parties to a contract previously approved and initialed by OGC, then OGC review is NOT required, *unless* the previous contract was signed more than 3 years ago
 - No renewal
- 7. Contract includes the following **KSU-146a incorporation** statement above the signature line:
"The provisions found in Contractual Provisions Attachment (form KSU-146a, rev. 3-18), which is attached hereto, are hereby incorporated in the contract and made a part thereof."
- 8. Form KSU-146a (rev. 3-18) is attached to the contract and initialed by the contractor without changes (available via [PPM 3070](#)).
- 9. The **University signatory is authorized** on President's letter to KBOR (see link to letter in [PPM 3070](#)). NOTE: If signatory is a departmental signatory for under \$10,000, their name must be on file with the Purchasing Office. NOTE: Only an authorized signatory may sign, even if Foundation funds or *no* funds are used.
- 10. ALL parts of the contract (including all attachments and all agreements incorporated by reference, such as **exhibits, addenda, related license agreements, online referenced terms and conditions, and KSU-146a**) **are attached**. If the attachments are incorporated via reference by link or otherwise, the attachment is saved as a PDF and submitted with this checklist (and was reviewed along with the main contract document, as stated above).
- 11. Does the contract involve the **anticipated total expenditure of \$10,000** or more in any 12-month period? Yes No
If yes, **STOP HERE**, and submit the contract and this checklist for processing through the **Purchasing Division**. The Purchasing Division will submit the contract to OGC for legal review.
- 12. Does the contract involve a **sponsored project** as described in PPM chapter 7010.015? Yes No
If yes, **STOP HERE**, and submit the contract and this checklist for processing through **Pre-Award Services**. Pre-Awards Services will submit the contract to OGC for legal review as applicable. ("Generally, whenever KSU agrees (orally or in writing) to **provide any goods or services using university facilities or the official time and services of KSU faculty and/or staff**, the funds received are to be treated as sponsored project awards to KSU.")

_____(name) _____(date) email: _____
_____(title) phone: _____

Notes: