

Contracts Administration Checklist

- All contracts with a stated or implied dollar amount of 100K++ must be reviewed and approved by TAMUS Office of General Counsel (OGC) prior to signing.
- TAMU-CC Contracts Department: Coordinating with OGC on liability and technical contract language that is not considered the norm.
- TAMU-CC Contracts Department: Coordinating with TAMUS Risk Management for risk assessment of insurance limits and liability language.

Contracts Department Guideline for reviewing TAMU-CC contracts

The term “contract or agreement” can include Memorandums of Understanding, Letters of Agreement, and Affiliation Agreements (any document committing TAMU-CC to terms and conditions). If Contracts Manager / Contracts Coordinator has questions or needs assistance on contract matter/review, contact Department Director; System Office of General Counsel; System Risk Management, or refer to the Contract Management Handbook distributed by TAMUS (whichever may be applicable). This list is not intended to apply to construction contracts or sponsored research. Construction contracts are drafted and/or reviewed by TAMUS. Sponsored research contracts are routed through Division of Research, Commercialization & Community Outreach department.

	Parties
	Scope of Services
	Term
	\$ Amount / Compensation and Method of Payment
	Reimbursement for Travel
	Venue
	Governing Law
	Severability
	Insurance
	Independent Contractor
	Assignment
	Indemnification
	Force Majeure
	Dispute Resolution
	Loss of Funding
	Non-Waiver
	Notices
	Default and Termination
	Entire Agreement

	Confidentiality
	Risk Management
	Office of General Counsel
	Information Security Officer
	HIPAA (primarily, though not limited to, nursing affiliation agreements)
	FERPA (primarily, though not limited to, nursing affiliation agreements)
	Prohibition on Contracts with Companies Boycotting Israel
	Certification Regarding Business with Certain Countries and Organizations
	Records Retention
	Prohibition on Contracts Related to Persons Involved in Human Trafficking
	Conflict of Interest

[Print pages 1 and 2; sign here: _____; and place in contract file (with your notes if applicable) in contracts database]

(continued on next page)

The Parties

1. Who are the contracting parties? The contract should reflect Texas A&M University – Corpus Christi (TAMU-CC) and vendor/affiliate name.

Who is authorized to sign the contract on behalf of TAMU-CC? (See, President's Delegation of Authority for Contract Administration)

Subject Matter of the Agreement

1. Does the contract refer to other documents? If so, have they been read? This may include reference to vendor's website for additional terms and conditions that are incorporated. These terms are as much a part of the agreement as the contract TAMU-CC is signing. Make sure all documents referenced are attached, understood, and agreed to by TAMU-CC prior to signature.
2. Does the contract describe the intent of the parties? Does the proposed contract correspond with any previous discussions/correspondence?
3. What is the \$ amount and term stated in the contract? Is it renewable? When are payments due? The contract should indicate start and stop dates and whether or not it is renewable. The term of the contract may not exceed 5 years without TAMUS Board of Regents approval prior to signatures.
4. How can contract be terminated? By whom? Notice?

Insurance Provisions and Limits on Liability

1. Is there an indemnity or hold harmless provision? Alternate language may be needed to vendor's provisions. Insert and utilize alternate language provided by Risk Management or OGC. If the vendor will not agree to modify the language, send contract to OGC and/or Risk Management for review.
2. If vendor is performing services for TAMU-CC and/or performing services on the premises, they are to provide a certificate of insurance naming the Board of Regents, TAMUS, and TAMU-CC as additional insured during term of contract. As a rule, TAMU-CC does not provide a certificate of insurance to the vendor, but rather, TAMUS' self-insured clause is inserted into the contract. It may be necessary to provide vendor with self-insured letter issued by TAMUS Risk Management. There are some circumstances where TAMU-CC may need to obtain special event coverage for an event TAMU-CC Athletics or Recreational Sports is holding. If this is the case, the department must complete an application for special event coverage and submit to TAMU-CC Risk Management and/or TAMUS Risk Management to obtain coverage and provide vendor with a copy of the certificate.
3. Does vendor's contract state that TAMU-CC shall provide evidence of workers'

compensation coverage? Delete this requirement and insert TAMUS self-insured clause.

4. Vendor's contract may state that its warranties or guarantees are waived, or may not reflect sufficient protection to TAMU-CC. Strike or modify this language with alternate wording provided by OGC.
5. Does the contract seek to limit vendor's liability? If so, insert alternate wording provided by OGC.

Governing Law

1. Does vendor's contract indicate a venue/choice of law/governing law provision for any other State than Texas? It is rare that TAMU-CC would agree to another State's laws governing the contract. Always insert State of Texas. If vendor objects, confirm with OGC that TAMU-CC shall remain silent and remove all reference to governing law.
2. TAMU-CC does not waive sovereign immunity unless specifically approved by OGC.

Other Provisions

1. For affiliation agreements:
 - a. Background checks (typically Nursing agreements). Which party is responsible for conducting?
 - b. Which party assumes responsibility for student's oversight and actions while on hospital/facility premises?
2. Does the contract allow the vendor to use TAMU-CC's name and/or logo in any advertising, endorsement, or promotion? If yes, written approval must be obtained from TAMU-CC's Marketing Director prior to use.
3. Does the contract promise confidentiality? If so, state exception "as otherwise required by law" or other wording provided by OGC.
4. Add in TAMUS Public Information clause.
5. All contracts 15K and above are posted on TAMU-CC's Purchasing department's website.

Final thoughts:

- The Contracts Office assumes that the department/administrator read the initial terms and conditions of the contract prior to sending to the Contracts department for review. Example: a hotel agreement may have a deadline that payment or submission of final banquet plans must be made by a specific date. As a courtesy, make a note in margin of redlined draft back to the department to “NOTE” this item. Or include the note in an email back to the department.
- Retain a fully executed copy of the agreement in the TAMU-CC contracts database; provide a copy to the administrator of the contract; and forward a courtesy copy to TAMU-CC Purchasing department with requisition number referenced, so that Purchasing may proceed with processing the purchase order.

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