



# CONTRACT NEGOTIATION CHECKLIST

General inquiries call ext. 22642  
Legal-related inquiries call ext. 11274

This checklist is for use by Originating Unit Representatives when negotiating University contracts with outside vendors/consultants. The checklist includes basic contract terms as well as commonly negotiated contract terms.

**Complete Legal Name of Vendor or Consultant** (i.e. Inc., LLC, PC)

**Independent Contractor Questionnaire** Used when contracting with an individual to determine whether a conflict of interest will arise by hiring the individual as a consultant (available for download on Pace’s Finance & Planning website under “Finance Forms”)

“**Term**” of agreement (Start Date and Expiration Date)

**Termination:** Can Pace end the agreement before the expiration date? Under what circumstances? Can the vendor end the agreement before the expiration date? Under what circumstances?

**Renewal:** Do the parties want to provide that they can **renew** the agreement (extend it past the original expiration date)? If so, is the renewal automatic (without action by Pace and/or vendor/consultant)? Or do the parties need to notify each other by a certain date of intent to renew? If automatic, can Pace stop the automatic renewal by notifying other party?

**Dollar Amount**

Payment Terms:                      Lump Sum *or*                      Installments

**Scope of Work/Service(s)/Duties** must be clearly defined in the agreement (not vague)

**Intellectual Property:**

If Pace is paying to create intellectual property, does the agreement clearly say that Pace **owns** work created for it under agreement? (Under current U.S. copyright law, if agreement doesn’t specify Pace as owner, then vendor/consultant automatically owns it.) If not, is Pace being granted a **license** (the right to use someone else’s intellectual property)? If a license, has University Counsel approved its provisions?

**Insurance:** If vendor/consultant wants to change standard insurance provisions, University Risk Manager must review and approve the proposed change

**Indemnification:** If vendor/consultant wants to change standard indemnification provisions, University Risk Manager must review and approve the proposed change

**Signature:** Is the person signing the agreement on Pace’s behalf **authorized** to do so (Toby Winer, Ron Aloni or their written designee)?