



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)?