



Contract Management Handbook

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Who is the proper party?

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Some contracts require enhanced performance monitoring:

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Posting of contracts

What contracts must be posted?

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What contracts do not have to be posted?

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What can be redacted?

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What must be redacted?

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How long do contracts have to be posted?

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VII. LEGAL REVIEW OF CONTRACTS AND AGREEMENTS

Preliminary Questions

<input type="checkbox"/>	<p>Have you read the contract in its entirety and do you understand and agree with all of its terms and conditions?</p> <p>Will the System or Campus be able to comply with all the terms and conditions of the contract?</p>
<input type="checkbox"/>	<p>Is the contract complete?</p> <p>Does it include all relevant terms and conditions, including exhibits and schedules?</p>
<input type="checkbox"/>	<p>If the contract document is an addendum or amendment to another contract or if it is intended to replace a contract currently in effect, does the new document reference the previous contract and explain how it is to be impacted?</p>

Approval and Routing

Has appropriate notification been provided to, and approval obtained from, your department and all other relevant offices or departments?

<u>Contract Information</u>	
<input type="checkbox"/>	Is the contract with a government entity?
<input type="checkbox"/>	Are all references to the contracting parties accurate, complete, and consistent, including references in:
<input type="checkbox"/>	Are all duties of the contracting parties clearly stated so anyone reading the contract would understand?
<input type="checkbox"/>	Does the contract specify the place, time, and method of payment?
<input type="checkbox"/>	If the contract includes a payment amount does the contract clearly and accurately state the method of calculation and what could be owed under the contract?
<input type="checkbox"/>	Does the contract specify the terms of the contract?
<input type="checkbox"/>	Can the contract be extended and, if so:

Does the contract specify a penalty for early termination and, if so, have you deleted the penalty clause or determined that your department is willing to accept the cost of early termination?

Does the contract contain a clause that limits the time within which the System or Campus could

Procurement Contract Terms

Is a written contract, separate from a purchase order, necessary?

Does the contract include a clause that rejects the terms and conditions of any purchase order, and if so, have you ascertained that the vendor's

IX. STATE CONTRACTING REQUIREMENTS

Governing Law

Venue

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XIII. DEFINITIONS

XV. APPENDIX

Standard Addenda

STANDARD ADDENDUM TO AGREEMENT

University of North Texas Health Science Center at Fort Worth

