



CONTRACT INTAKE AND APPROVAL FORM

For all Contracts/Agreements for the Purchase of Goods, Services, Meeting Spaces, Licenses and Leases:

OGC will review the contract as to *form and legality*. You are responsible for reading the contract and ensuring that the business terms and conditions of the contract are clear, accurate, complete, and satisfy your business needs.

TODAY'S DATE: _____

FROM: Name: _____
Department: _____
Phone #(s): _____
Email: _____

CONTRACT SUMMARY:
Subject Matter: _____
Location of activities: _____
Cost(s): _____

If costs are involved herein, submit this form and contract to the Director of Procurement and the Vice President of Finance for approval before sending to OGC.

CONTRACTOR'S CONTACT INFORMATION:
Company's Name: _____
Person to Contact: _____
Phone #(s): _____
Email: _____

DEADLINE: _____ (*date by which contract needs to be reviewed*). Please afford **5 business days** for review by OGC. If review of this contract is urgent, please provide information, including deadlines and special circumstances, regarding the urgency sufficient to justify prioritizing review of this contract over other contracts. Notations like "Needed ASAP" or "Expedite" are not sufficient, as they do not provide OGC with enough information to justify prioritizing your contract over other contracts.

As explained above, the review and approval of business terms is the responsibility of your area. If your area needs legal advice relating to business terms associated with this contract, submit your area's questions below. Attach any additional materials relevant to your questions. _____

VERY IMPORTANT --- READ CAREFULLY
SUBMISSION OF THIS CONTRACT INTAKE FORM TO OGC IS YOUR AREA'S CERTIFICATION TO OGC THAT (1) THIS CONTRACT INTAKE FORM HAS BEEN REVIEWED AND COMPLETED TO THE BEST OF YOUR ABILITY; AND (2) YOU UNDERSTAND THAT IF THE INFORMATION REQUESTED IN THIS FORM IS NOT PROVIDED OR IF THE INFORMATION PROVIDED IS NOT ACCURATE, OGC'S REVIEW OF THIS CONTRACT WILL BE DELAYED.

Answer all questions contained on pages 2 – 3 AND send this completed Contract Intake and Approval Form to:

**Chrystal Rogers, Admin. Coord./Paralegal
South Carolina State University
General Counsel's Office
Lowman Hall, Room 309 or
P.O. Box 7395
Orangeburg, SC 29117**

| I. General | | | |
|--------------------------------------------|------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | YES | NO | |
| 1. | | | Have you read the contract in its entirety and approved of its contents? |
| 2. | | | Is an electronic copy of the contract available? If available, please send to crogers@scsu.edu . The electronic copy will not take place of the original. This is only for editing purposes if needed. |
| 3. | | | Are all attachments and exhibits referred to in the contract, attached? If no, please provide mentioned attachments and/or exhibits before submitting your request. |
| 4. | | | Have you received department approval? If no, please obtain departmental approval before submitting your request. |
| 5. | | | Have you coordinated with any other office(s) that may be affected by the contract? If no, please do so before submitting your request and provide evidence of the other departments' approval. |
| 6. | | | Have you enclosed the original contract to OGC for legal review? If no, please enclose documents before submitting your request. |
| 7. | | | Have you obtained the signatures of the other party first? If no, please obtain the necessary signatures of the other party <u>before</u> submitting your request to OGC. |
| 8. | | | Are there any additional oral explanations or promises which you or the other party has made which are needed to make this contract work? If yes, please explain. |
| 9. | | | Does the contract accurately describe all that the other party must do to make this contract work? If no, please explain. |
| II. Identification of Parties | | | |
| 1. | | | Is SCSU properly identified in the contract? |
| 2. | | | Is the other party properly identified in the contract? |
| 3. | | | Are abbreviated descriptions of parties throughout the contract consistent? |
| III. Consideration / Business Terms | | | |
| 1. | | | Is the consideration properly and accurately stated? |
| 2. | | | If cash payments are to be made by SCSU, does the contract specify when and where payments are due? |
| IV. Duties and Obligations | | | |
| 1. | | | Is each obligation described with sufficient clarity so that the parties know how it will be performed? |
| 2. | | | Does the contract properly identify the responsibility for National, State and Local code requirements? |
| V. Terms and Termination | | | |
| 1. | | | Does the contract contain a clearly ascertainable starting and ending date? |
| 2. | | | Does the contract provide for a "no-fault" termination by SCSU prior to the termination date? |
| 3. | | | Are there other termination provisions, such as: Unsatisfactory performance, Unexpected Changes in Contract Terms, Payment of Stipulated Sum, and Automatic Termination? |
| VI. Insurance Clause | | | |
| 1. | | | Is there an insurance clause in the contract? |
| 2. | | | Does the clause specify the types of insurance required? |
| 3. | | | Does the contract require SCSU to obtain insurance or provide proof of insurance? If so, please contact Joe Pearman for his initial review of the insurance provisions prior to submission to OGC. Please provide a copy of any certificates of insurance provided by Finance. |
| 4. | | | Does the contract require exchange of information via Certificates of Insurance? |
| 5. | | | Is the other party is required to name SCSU as an additional named insured under its policies of insurance? Please provide evidence of the other parties' insurance. |
| VII. Indemnity Clause | | | |
| 1. | | | Does the subject matter of the contract create a risk for SCSU? If so, the risk should be addressed through hold harmless or waiver clauses and insurance. Please provide evidence of the other parties' insurance. |
| 2. | | | Does the contract contain an indemnity clause? (Indemnity clause is a contractual agreement made between different parties to compensate for any damages or losses. Please be advised up front that the SC Attorney General's Office prohibits State agencies from entering into indemnification clauses). |
| | YES | NO | |

| | | |
|----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | | Does the indemnity include “reasonable attorney’s fees”? |
| 4. | | Are all parties subject to an indemnity clause? Indemnity provisions should be reciprocal and mutual among all parties. |
| VIII. Events of Default Clauses | | |
| 1. | | Does the contract provide termination in the event of default? |
| 2. | | Are the events of default described with clarity and specificity? The default should be applied with equal force to both parties. |
| 3. | | Is there a provision for written notification of default to the defaulting party? |
| 4. | | Is there a provision to remedy default? |
| 5. | | Does it cure default upon initiation of corrective action? |
| 6. | | Does it require that corrective action be completed before default is cured? |
| 7. | | Does the contract provide for written notification of termination? |
| IX. Dispute Resolution | | |
| 1. | | Does the contract require mandatory arbitration? (Arbitration is a mechanism by which the parties to the contract agree to submit disputes to the determination of a third party other than a court). If so, you should know that it is the policy of OGC that SCSU should not waive its right to file a lawsuit and therefore, OGC takes the position that mandatory binding arbitration is unacceptable. If you believe that the OGC should not object to such clause under the particular circumstances, please specify your reasons for this belief: |
| XI. Confidentiality Clause | | |
| 1. | | Does the contract contain a confidentiality clause? |
| XIII. Miscellaneous Provisions | | |
| 1. | | Governing law: is the choice of law governed by the State of South Carolina? |
| 2. | | Does the contract contain an entire agreement clause? The written contract is to be the whole agreement. There are no “off the record”, verbal or “side” agreements. |
| 3. | | Can the contract be assignable to a third party? |
| 4. | | Is there a section for Notices (name and address)? Be sure to include necessary “with copies to.” Any notices should be sent via Certified Mail, Return Receipt Requested and regular mail. |
| XIV. Execution | | |
| 1. | | Is the vendor’s representative authorized to sign the contract? |
| 2. | | Is there provided space for the date of each signature? Clarify “effective date” whether “date of last signature,” or “as contained in the agreement.” |

ROUTING SIGNATURES:

 Originator (Print Name/Signature) Date

Dean/Director/Vice President signature indicates support for the project and understanding of the responsibilities required herein:

 Dean/Director (Signature if different from Originator) Date

 Applicable Vice President (Signature) Date

APPROVAL SIGNATURES:

(If the Procurement Director’s and/or Vice President’s signatures are not affixed below, OGC assumes they did not approve of this agreement’s terms and conditions.)

Director of Procurement: _____ Date _____

Vice President of Finance: _____ Date _____

SCSU Attorney (President’s designee): _____ Date _____

OGC’s office will serve as the central depository for SCSU contracts which will be kept in accordance with SCSU’s Retention Schedule.