URI OGC Contract Review Protocol
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OGC AND PURCHASING REVIEW

1. Why doesn’t OGC want to review all contracts?

The contract review protocol was developed to help address potential time lags to contract completion, to engage and empower contract owners to be more active in reviewing the business and other terms of their contracts, and to free up OGC attorneys to devote more time to higher risk and more significant legal matters. Specifically, we wanted to empower contract owners to bypass OGC for certain categories of small and low risk contracts. This is consistent with benchmarked practices of peer legal departments. In order to do this, we had to have a process to identify what contracts do not require OGC review, assure that a certain level of contract review was being completed by contract owners and assure that
necessary approvals were obtained, including signature by appropriate authorized signatories.

2. **Do I need to send contracts with the cover sheet and Appendix A to the OGC onboarding email even if I have determined that OGC review is not required?**

   No. Unless you have questions about application of the protocol or completion of the cover sheet or Appendix A where you would like guidance, you do not need to send contracts to OGC that you have determined do not require OGC review under the contract review protocol.

3. **Can I ask the OGC to review a contract even if review is not required under the protocol?**

   Yes. Even if a contract does not require OGC review, you may still request OGC review. For contracts that don't require OGC review we would encourage you to first ask for assistance on specific questions as discussed above, rather than requesting a full OGC contract review. Having said that, if you have multiple questions or concerns on a contract, you have a highly complex negotiated contract or you are dealing with a contentious party, for instance, you may well want to ask that OGC review the contract even if it is not required. In that case, when you send a contract to the OGC matter onboarding email (OGC_Service_Request@etal.uri.edu), you should indicate that you would like it reviewed even though OGC review is not required and indicate the reason why, describing any concerns we should be aware of when doing our review. In addition to the contract owner, the requesting department or authorized signatory may also request OGC review.

4. **If a contract doesn’t require OGC review under the protocol, does that mean I don’t need to go through Purchasing?**

   No. You still have to make a determination based on URI Purchasing’s policies, procedures and regulations (https://web.uri.edu/purchasing/) as to whether Purchasing approval is required and work with your purchasing agent on purchases just as you would have done before the OGC contract review protocol. It does not change their requirements.

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**WHEN CONTRACT COVER SHEET IS REQUIRED**

5. **Do I still need to do a contract cover sheet and complete Appendix A, even if it’s a small contract and OGC review is not required?**

   Yes. The contract cover sheet and Appendix A should be completed by the contract owner when they review the contract and the contract cover sheet and Appendix A should be attached when the contract is sent to the requesting department (if different than the contract owner), the OGC (unless exempt from OGC review) and, ultimately, to the authorized signatory for signature. The contract cover sheet and Appendix A serve three main purposes: (i) to assure that the business owner has reviewed the contract and obtained business approval of the contract terms; (ii) where OGC review is not required, it is important for the authorized signatory to be able to see what reviews have been done and to call out any potentially problematic terms; (iii) if OGC review is required, it gives us all of the information that we need to determine if appropriate reviews have been done and provides necessary information on all the stakeholders involved on the contract to assure more streamlined communication on issues or questions that arise in the course of our
review. In the case of small contracts not requiring OGC review, the contract cover sheet and Appendix A are required to satisfy the first two purposes.

6. **Are the contract cover sheet and Appendix A required even if the contract is on an OGC-approved template?**
   Yes. The contract owner is still responsible for completing information on the cover sheet and confirmation of review of terms on Appendix A. This helps assure the authorized signatory that no legal terms have been revised in the template and that the business owner has reviewed and approved the business terms and obtained all necessary approvals. We plan to move toward more standardized, locked templates and develop more processes around those in the future and, at that time, we may revisit this requirement.

7. **Are the contract cover sheet and Appendix A required if the contract has been prepared by OGC or outside counsel working with OGC?**
   If the contract was prepared by a member of OGC or outside counsel retained by OGC, the contract owner may submit an email or memorandum from an OGC or outside firm attorney with the contract when submitting it to an authorized signatory, instead of using a contract cover sheet; provided the form of memo or email and confirmation of business terms by the contract owner is satisfactory to the authorized signatory.

8. **Are the contract cover sheet and Appendix A required if OGC review is not required based on the exemptions for statements of work and orders under master price agreements and for extensions or renewals that only alter business terms?**
   In general, no, unless requested by the authorized signatory.

9. **What if the contract owner, requesting department and authorized signatory are all the same? Do I still need to prepare a contract cover sheet and Appendix A?**
   If there are any other required reviews, such as OGC review, the contract cover sheet and Appendix A should still be prepared and provided with the contract when it is provided for review. If there are no other reviewers or required approvals, however, and the contract owner and authorized signatory are the same, OGC does not require that they provide themselves with a contract cover sheet and Appendix A but they may do so if they wish in order to document their review for their contract file.

**COMPLETING CONTRACT COVER SHEET**

10. **What is the difference between the “requesting department” and the “contract owner”?**
    This is covered in greater detail in the contract review protocol but one way of thinking about this is that the “requesting department” refers to the department that is requesting OGC review, where applicable, and requesting the authorized signatory to sign a contract. The “contract owner” is the department that owns the budget impacted by the contract and owns responsibility for performance of the contract after it’s signed. In the majority of cases, this distinction will apply only in cases where Purchasing is involved (in which case Purchasing is the “requesting department” and the “contract owner” is the department that
is seeking to purchase the goods or services with their budgeted funds). See other examples and explanation in FAQ 11.

11. **When are the “requesting department” and the “contract owner” the same and when are they different?**
The contract owner and the requesting department may be the same but often they are different. This is most often the case if it is a real estate contract or a contract that is required to go through Purchasing. In the case of a contract that is required to go through Purchasing, for example, Purchasing is the requesting department and it should be listed as such in the first line of Step 1 on the contract cover sheet. The same applies for Planning and Real Estate Development if it is a contract involving real estate. An example of when the contract owner and the requesting department would be the same might be if the Division of Research is entering into a research collaboration agreement that does not involve lease or license of property or a purchase. In that case, the Division of Research and their contact person would be listed on the first line of Step 1 on the contract cover sheet and for contract owner on the second line they can simply indicate “same as above.”

12. **If the requesting department and contract owner are different, who is responsible for completing the contract cover sheet and Appendix A?**
Usually, the contract owner will be responsible for completing the contract cover sheet before they send it to the requesting department. The only exception to this may be if the contract originated directly from the requesting department. For instance, if a procurement is being handled through Purchasing and they use a Purchasing form agreement, they may see the contract first, send it to the contract owner with a partially completed cover sheet and require that the contract owner complete the remaining sections of the contract cover sheet and Appendix A.

13. **If I have determined that Purchasing review is required in Step 2 on the cover sheet do I stop there and send the rest to Purchasing to complete?**
No. Subject to leaving certain fields blank, as described in FAQ 14, you are still responsible for completing the rest of the contract cover sheet and Appendix A.

14. **If the requesting department and contract owner are different, what sections should the contract owner leave blank for the requesting department to complete?**
In cases where the contract owner and requesting department are different there are some fields on the cover sheet that are left blank by the contract owner for completion by the requesting department in the following steps:
Step 2: If a contract is not required to be approved through Purchasing, the contract owner should indicate “no” and leave the remainder of step 2 blank. If it is required, the contract owner should indicate “yes” in step 2 and leave the remainder of step 2 blank to be completed by Purchasing unless Purchasing provides the contract owner with the information and asks the contract owner to complete it.
Step 5: If a contract owner determines that OGC review is not required they should indicate “no” in step 5 and check the applicable exemption. If they determine that OGC review is required, they should leave step 5 blank. The requesting department should then check off “yes” and attach the OGC final review email only after they have obtained OGC review.
Note that, unlike OGC review in step 5, step 4 does not require that you attach documentation of other department reviews.

Step 6: This section is completed by the requesting department after the contract has gone through all necessary reviews and approvals when they are submitting it to the authorized signatory for approval.

15. How do I determine who is the appropriate authorized signatory?
There is a narrow group of leaders at URI who are authorized to sign contracts. You can find information about currently authorized signatories in the contract review protocol section on Authorized Signatory and Final Approval and those authorizations will be updated from time to time on the URI Board of Trustees website, particularly if there are changes in the personnel in leadership positions. Ordinarily, you should turn to the authorized signatory who is most closely within the line of command of your college, division or department.

COMPLETING APPENDIX A

16. What happens if I can’t check all of the boxes on Appendix A because they are not all true? Does that mean the contract can’t go forward?
No. A contract may still be approved even if not all boxes are checked on Appendix A but, if there is an unchecked box, an explanation must be provided in the narrative section below the checked boxes. When a contract is going to OGC for review you are still responsible for reviewing the contract and completing Appendix A but if there is a box you cannot truthfully check off, you may leave that blank and include an explanation in the narrative section so we can address those points in our comments on the contract. For a contract that does not require OGC review and for which you have not requested review, if you can’t truthfully check off each box on Appendix A, you should, first, see if you can correct the issue. This may mean something as simple as adding the name and title of the authorized signatory under the signature line. It may also mean getting back to the vendor and asking them to make changes to the contract, just as you would ask them to fix an error in the agreed price or quantity of a product in the contract. For instance, if the vendor has the wrong party name in their contract ask them to fix it. When you send this along to the requesting party, if different (e.g. Purchasing), they may choose to continue to try to negotiate some of the terms you have not checked off and have identified in your narrative. If they do negotiate changes, the requesting department may ask that Appendix A be checked and signed again by the contract owner if it is no longer accurate. When the contract ultimately goes to the authorized signatory with the contract cover sheet, if there are still non-standard provisions (unchecked boxes on Appendix A), it serves as notice to the authorized signatory that, if they sign, they are approving it knowing those non-standard terms are there and with some understanding of why.

17. If I can’t check all of the boxes on Appendix A, does that mean OGC review is required?
No. It is not required simply because there are unchecked boxes if it is otherwise exempt from OGC review (e.g. it is a small contract as defined in the protocol), however you may still choose to request review. The checkboxes in Appendix A reflect things that are ordinarily required in URI contracts. If there is a contract term that makes it so a box can’t be checked (a non-standard term) and the contract owner couldn’t get it changed, the contract owner needs to point that out in the narrative section on Appendix A so that the
authorized signatory is aware of it and can make a decision to affirmatively accept the contract with that non-standard term or not. Note that, although OGC review is not required, OGC assistance may be requested. For instance, if the requesting department is different than the contract owner, the requesting department (e.g. Purchasing or Planning and Real Estate Development) may ask OGC to answer their questions about a non-standard term or assist them in efforts to further negotiate it. Also, if the authorized signatory is concerned about risk associated with a non-standard term, they may also choose to reach out to OGC to advise them on the effect and risk of the term before they decide to sign or not.

18. **What is a “choice of law” provision and what do I do if there is a choice of another state’s or country’s laws?**

If there is a provision in your contract that says a particular state’s or country’s law will apply or that any claims must be brought in the courts of another state or country, that is what we call a “choice of law”, “choice of venue” or “choice of jurisdiction.” If you find a provision like this in your contract and it refers to Rhode Island and/or US law that is good and you can check the choice of law box on Appendix A. If you have a contract that does not require OGC review and it indicates choice of law, venue or jurisdiction in another state or country, ask the counterparty to change it to Rhode Island and tell them that, as a state entity, URI requires Rhode Island choice of law. If they will not agree to Rhode Island law or agree to just remove the choice of law provision from the contract, you should leave that check box blank then add an explanation in the narrative section under the check boxes. For example, the narrative might read “Contract contains choice of Massachusetts law in section 3. Requested counterparty to change and they would not because they are a Massachusetts entity required to have Massachusetts choice of law in their contracts and they are unable to waive this requirement. This term has been approved in other contracts with this counterparty, including…. If your contract requires OGC review, you can just leave that box blank and point it out in the narrative section so we can address that point when we review the contract and make comments.

19. **What is an indemnification requirement and how can I tell if one is acceptable or not?**

The first step is to determine if there is an indemnification requirement in the contract. An indemnification requirement is a contractual term where one party agrees to accept liability for losses or claims related to the subject of the contract. Usually, some variation of the word “indemnify” will be used in the provision and/or it may use the words “hold harmless.” If you have reviewed the agreement and are not sure, you can search “indem” and “harm” just to double-check if those terms are used in the contract. If there is no indemnification requirement in your contract you can go ahead and check off the indemnification requirement box on Appendix A. If you do find an indemnification provision, you can still check the box if: (i) it is one-sided but only by the other party in favor of URI (e.g. “counterparty agrees to indemnify and hold harmless URI...”; or (ii) it is mutual for each party’s own negligence or misconduct (e.g. “each party agrees to indemnify the other party for losses arising from the indemnifying party’s or is agents’ or employees’ negligence or misconduct related to this contract’). If the indemnification box cannot be checked because it is a one-sided indemnification by URI and your contract does not require OGC review, ask the vendor to remove the provision. If it is going to OGC review, you can just leave that box blank and point it out in the narrative section so we can address that point when we review the contract and make comments. We understand that indemnification is a legal term and can be confusing, please feel free to send an inquiry to the onboarding email (OGC_Service_Request@etal.uri.edu) and ask for a time to talk with a member of our team.
if: (i) there is a clause in your contract that you think may be an indemnification provision but you are not sure; (ii) you have any questions about whether an indemnification provision fits in one of these categories and it’s okay to check the box; or (iii) the counterparty will not remove their one-sided indemnification requirement and you need help with alternative language to negotiate with them. If, ultimately, the vendor will not change it and you have to leave the box unchecked, add an explanation in the narrative section below the check boxes. The requesting department or the authorized signatory may ask OGC to review the contract and to advise them on the potential risk associated with the indemnification requirement before they agree to approve or sign it or they may believe they have sufficient information to go forward and approve it with that term.

20. Who should sign Appendix A and how should it be signed?  
Appendix A should be signed by your department head, director or dean after they have reviewed the contract and Appendix A and agree that it is accurate and the contract should move forward in the process. As the contact person for the contract owner, you should follow whatever process applies in your department, college or division for applying the signature of your department head, director or dean. For instance, if they allow you to apply an image of their signature with their internal approval you may do that or, if they allow you to write their name on an electronic document and then initial to indicate who is applying their name, that is also fine. The main thing is that the authorized signatory, before they sign a contract, knows who with approval and budget authority in your area is taking responsibility for that contract and the accuracy of Appendix A.

21. What should I do if I have questions about a legal term and whether I can check a box on Appendix A?  
If you have reviewed a contract that is exempt from the OGC review requirement under the contract review protocol and have reviewed relevant guidance in the contract protocol and these FAQs (see FAQ 18 and 19 for example) and still have a question about a legal provision and how to answer that question on Appendix A you can send a request to the OGC matter onboarding email (OGC_Service_Request@etal.uri.edu) with your question and one of us will get back to you and provide guidance. If you have a question on a contract that will be going to OGC for review anyway you should go ahead and complete Appendix A to the best of your ability using the guidance in the contract review protocol and these FAQs and point out your question on that term in the narrative section on Appendix A so we will see and address your question when we receive the contract for review.

22. If I get guidance from a member of the OGC on the cover sheet or Appendix A or answers to questions on a legal term, does that mean there has been OGC review and I should answer “yes” in Step 5 of the contract cover sheet?  
No. If we are able to informally answer questions and assist you with completion of your cover sheet or Appendix A, we will not open a new “matter” in OGC because we’re answering just a targeted question, and not reviewing the entire contract. You can tell if a new matter has been opened because you will receive an email in that case with a matter name and number and the name of the assigned attorney. If there is no assigned matter you cannot indicate that the contract received OGC review.
**CONTRACT SIGNATURES**

23. **What do I do if the contract doesn’t have a place for signatures?**

   Sometimes there will be terms and conditions that are agreed to electronically and not by the application of signatures. You may see this most frequently in what are referred to as “click-through terms.” These still constitute contracts and should go through the normal contract approval processes. For purposes of the contract review protocol, such terms and conditions should be printed and attached with the contract cover sheet and with Appendix A and any approvals attached, just as you would with any other contract. When they receive such contracts, the authorized signatory will write on the printed terms and conditions “Authorized to accept” then sign and date that. This will constitute their authorization for you to go ahead and accept the terms. You should retain this signed authorization in your contract file but it does not need to be provided to the contract counterparty.

24. **If my department is both the contract owner and the requesting department and I have received final review from OGC or OGC review is not required, does that mean I can sign the contract?**

   No. It is important that you have only authorized signatories sign contracts as described in FAQ 15. Also, note that OGC review is only legal review and it is not approval to proceed with a transaction. It does not take the place of any other necessary approvals or processes associated with your department, division or college and you are still required to comply with those before you proceed.

25. **If my department is both the contract owner and the requesting department and I have received final review from OGC or OGC review is not required, and I have all of my necessary business approvals, then what do I do?**

   When you have the necessary approvals you should obtain the signature of the other party to the contract and then submit the partially signed contract to the appropriate authorized signatory with the completed cover sheet and with Appendix A and any approvals attached. After the contract is fully executed you should retain it for your records.

**WORKING WITH OGC**

26. **Can I reach out to OGC with questions about complying with the contract review protocol?**

   Yes. We would encourage you to review the relevant sections of the contract review protocol and these FAQs on our website first (https://web.uri.edu/general-counsel/). If you have done so and still have questions, the best way to get them answered is to put them in an email to the OGC onboarding email (OGC_Service_Request@etal.uri.edu), along with a copy of the contract you have questions about. A member of our team will reach back to you to assist directly or work to set up a time for discussion. If you already have a working relationship with a member of the OGC team, you are also free to connect with them directly and more informally when you have questions.
27. **How soon should I expect to hear back from OGC on a new contract matter?**

When you send a request to our onboarding email (OGC_Service_Request@etal.uri.edu), you can expect one of our legal assistants to get back to you with an initial response or questions within 1-2 working days. If you are requesting an OGC contract review, you need to allow up to 30 days from when the matter number and attorney are assigned for us to complete review. Requests for faster review should be noted and explained in your email request. These requests should be limited and well justified as they contribute to the backlog of other important matters.

28. **Why do OGC legal assistants sometimes send comments even when they are indicating a contract doesn’t require OGC review?**

We have a two-step process. For the first step in contract matters our legal assistant monitoring the onboarding email (OGC_Service_Request@etal.uri.edu) will review the request and determine: (i) if it is an existing matter; (ii) if not, if it is a contract that requires OGC review such that a new matter should be opened; and (iii) whether the request complies with the contract review protocol. In the course of checking the contract and cover sheet and Appendix A as part of this first step our legal assistants may spot errors. If it is a new matter, they will ask for any deficiencies to be corrected by the requester before it is assigned to an attorney. Even if they indicate they believe OGC review does not appear to be required, if they had spotted issues in this first step, they will point those out in their reply email. The expectation in that case is that the contract owner will correct those errors before advancing the contract to the requesting department (if applicable, e.g. Purchasing) or the authorized signatory. The fact that the legal assistant points out errors they happened to see does not constitute OGC review and the contract owner is still responsible for the accuracy of the cover sheet and Appendix A. See FAQ 22.

29. **Will OGC be making any changes to the contract review protocol?**

We intend to continue to collect feedback and assess how it is working. We will then roll out any necessary changes to our contract review protocol in the future. We want to allow a sufficient period of applying it, in practice, so any changes are thorough and informed and people are not confused by multiple changes over time. We also have other initiatives that we intend to roll out over time, including development of standardized template agreements in key areas and a new signature authority policy, that will help further streamline the process. We want to have those in place before making changes to the contract review protocol. In the meantime, we very much welcome any feedback you would like to provide. You can email the onboarding email (OGC_Service_Request@etal.uri.edu) and indicate you have feedback on any of our protocols or processes that you would like us to consider in our next round of review and updates.