

URI Contract Review and Approval Process Frequently Asked Questions

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OGC AND OTHER DEPARTMENT'S REVIEW

1. Do I need to send Contracts with the Contract 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 Contract Review Protocol or completion of the Contract Cover Sheet or Appendix A, you do not need to send Contracts to OGC that you have determined do not require OGC review under the Contract Review Protocol unless a member of the OGC team has requested that such Contracts be sent to them for review.

2. Can I ask OGC to review a Contract even if review is not required under the Contract Review 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 encourage you to first ask for assistance on specific questions rather than request 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-group@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 determining that review may be needed another approving department (such as ITS or Purchasing) or the authorized signatory may request OGC review.

3. Are there times when I should get OGC review even though an exemption applies?

There may be certain types of Contracts that a member of the OGC team has asked you to send them even though they are otherwise exempt from OGC review requirements under the Contract Review Protocol. In these cases, when sending the Contract to the onboarding email, please indicate who requested the review.

4. If a Contract doesn't require OGC review under the Contract Review Protocol, does that mean I don't need to go through Purchasing or other departments?

No. You still have to make a determination based on the [Policy on Approval and Execution of Contracts and Other Binding Documents and its Procedures](#) (the Policy) as to what other approvals are required. You should refer to URI Purchasing's policies, procedures, and regulations (<https://web.uri.edu/purchasing/>) and work with your purchasing agent on purchases. Depending on the type of Contract you have, you may also need to consult with other departments such as the Office of Information Technology (ITS) and the Office of Enterprise Risk Management (ERM).

WHEN CONTRACT COVER SHEET AND APPENDIX A ARE REQUIRED

- 5. Do I need to do a Contract Cover Sheet and complete Appendix A if it's a small Contract and OGC review is not required?**

Yes. After all approvals are obtained and documented on the Contract Cover Sheet, the completed Contract Cover Sheet and Appendix A should be included when the Contract is submitted to the authorized signatory for signature. Appendix A is not required when the Contract is sent to OGC for review by the Contract Owner.

- 6. Are the Contract Cover Sheet and Appendix A required if the Contract is on an OGC-approved template?**

If an authorized department uses an OGC-approved template that is exempt from OGC review, the Contract Owner is still responsible for completing the Contract Cover Sheet but is not required to complete Appendix A.

- 7. Are the Contract Cover Sheet and Appendix A required if the Contract has been reviewed or prepared by OGC or outside counsel working with OGC?**

If the Contract was reviewed or prepared by a member of OGC or outside counsel retained by OGC, the Contract Owner must still complete a Contract Cover Sheet, but Appendix A is not required.

COMPLETING APPENDIX A

- 8. 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. If there is an unchecked box, an explanation must be provided in the narrative section below the checked boxes. 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 getting back to the vendor and asking them to make changes to the Contract or working with Purchasing to do so where applicable, just as one would ask them to fix an error in the agreed price or quantity of a product in the Contract. For instance, if the Contract contains a non-solicitation provision, ask the vendor to remove it. When you send this along to other approving departments (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, they may ask that Appendix A be updated 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.

- 9. 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 because it is a small Contract as defined in the Contract Review 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 you couldn't get it changed, you need to point that out in the narrative section on Appendix A so that the authorized signatory is aware of it and can decide 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, another approving 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.

10. What are “governing law” or “choice of law” and “venue” or “jurisdiction” provisions, and what do I do if there is a choice of another state’s or country’s laws or venue?

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, they are what we call “governing law” or “choice of law” and “venue” or “jurisdiction” provisions. If you find provisions like this in your Contract and it refers to Rhode Island and/or US law, that is good, and you can check box A.1 on Appendix A. If you have a Contract that does not require OGC review and it indicates governing law and/or venue, is in another state or country, ask the counterparty to change those provisions to Rhode Island governing law and venue. If they will not agree to Rhode Island law or agree to just remove the venue and jurisdiction provision from the Contract, you should leave box A.1 blank then add an explanation in Section B. 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....”

11. 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 Contract 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 box A.4 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 its 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, ask the vendor to remove the provision. 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-group@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 must leave the box unchecked, add an explanation in Section B. The Contract Owner, business unit manager, or 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.

12. 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 because it is a Small Contract under the Contract Review Protocol and have reviewed relevant guidance in the Protocol and these FAQs (see FAQ 10 and 11 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-group@uri.edu) and one of us will get back to you and provide guidance.

13. If I get guidance from a member of the OGC on the Contract Cover Sheet or Appendix A or answers to questions on a legal term, does that mean there has been OGC review?

No. If we can informally answer questions and assist you with completion of your Contract 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 referencing the 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

14. 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. Please refer to the [Policy](#) which identifies individuals authorized to execute Contracts and Other Binding Documents on behalf of the University and/or the Board of Trustees and sets certain requirements for the review and/or approval of Contracts and Other Binding Documents prior to their execution. You may also refer to the OGC website to review any current delegations of authority for specific types of Contracts.

15. 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 any approvals, 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.

16. If I receive 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 14. 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.

17. If I receive final review from OGC or OGC review is not required, and I have all 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 along with the completed Contract Cover Sheet, Appendix A (Small Contracts only) and any approvals. After the Contract is fully executed, you should retain it for your records. OGC does not keep a copy of all Contracts.

WORKING WITH OGC

18. Can I reach out to OGC with questions about complying with the Contract Review Protocol?

Yes. We 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 send an email to the OGC onboarding email (OGC-service-request-group@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.

19. 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-group@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.

20. 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-group@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. While checking the Contract and Contract Cover Sheet 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 believe OGC review does not appear to be required but spot 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 other departments for required approvals (if applicable, e.g., Purchasing) or the authorized signatory. The fact that the legal assistant points out errors they happen to see does not constitute OGC review; the Contract Owner is still responsible for the accuracy of the Contract Cover Sheet and Appendix A. See FAQ 13.