



SOUTHWESTERN UNIVERSITY

Contract Approval Form

This form standardizes the contract process and is to be used as the cover sheet for all contracts \geq \$5,000 to ensure the complete review by appropriate departments. Completed forms and contract documents need to be sent to the Director of Contracts and Procurement via email at contracts@southwestern.edu before signing agreements or initiating requisition requests.

Contract Title:
Contract Description/Purpose:

Requesting Department Information	
Department:	Email:
Contact Name:	Phone:

Vendor Information	
Name:	Email:
Contact:	Phone:
Has the University contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown (If "Yes", attach a copy of the original agreement and all previous amendments)	

Financial Information	
Total Financial Obligation:	Current Fiscal Year Allocation ¹ :
Billing Terms ² :	Billing Schedule ³ :
GL Account Number:	Account Balance after Expenditure:
Is This a Budgeted Expense? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No" provide justification for the need to enter into this contract.)	

Contract Term	
Contract Term Type ⁴ :	Contract Start Date:
Contract Initial Term End Date ⁵ :	Contract End Date:
Is this contract renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is there an IT component to the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No

¹ Current Fiscal Year Allocation: Include what the expenditure is for this fiscal year.

² Billing Terms: This could be lump sum, quarterly, monthly, milestone, etc...

³ Billing Schedule: Include dates or milestones for payments per the billing terms or provide attachment.

⁴ Contract Term Type: This could be a One-Time-Service (OTS), an annual contract/subscription, or a multiyear contract.

⁵ Contract Initial Term Date: Multiyear contracts may have a specified initial term. If not this will be the same as the contract end date.

Contract Terms:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the contract on a current, unmodified SU Contract Template? If yes, go to Department Sponsor and VP Approval.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is contract complete (i.e., have all data fields been completed, are all pages accounted for and have all exhibits and attachments been provided)?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is this contract between the University and an individual person? If yes, this requires HR review and approval.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there a right to terminate the contract prior to the ending or expiration date which may be characterized as "no fault" termination or "termination for convenience"?,
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there a right to termination upon an "event of default,"?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are all duties and obligations of SU and the other parties to the contract clearly stated so that all parties know: (1) what the duties and obligation of each party are, (2) how those duties and obligations will be performed, and (3) when those duties and obligations will be performed?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the contract require the contractor to obtain insurance and list the university as an additional insured?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the contract require SU to carry any kind or amount of insurance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the agreement require other parties to the agreement to indemnify SU from claims or liability, or hold SU harmless from claims or liability?
<input type="checkbox"/> Yes <input type="checkbox"/> No	If the agreement contains an indemnity from another party, does the other party assert a right to exclusive control of any investigation, defense, or settlement of any claim or lawsuit filed against SU? If the contract does <i>not</i> contain an indemnity from another party, answer "no."
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the contract require SU to indemnify or hold harmless another party for or from anything?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the contract contain a limitation on or waiver of another party's liability?

Department Sponsor and VP Approval :

I certify that I have read and understand the terms of this draft contract and have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments and pages. (*Director of Contracts and Procurement will send for signature.*)

Department Sponsor	Vice President
Signature:	Signature:
Title:	Title:
Date:	Date:

Contracting Department Use Only		
Review Required by:	Approval:	Date:
Information Technology: <input type="checkbox"/>		
Marketing & Communications <input type="checkbox"/>		
Budget: <input type="checkbox"/>		
Contracts and Procurement <input type="checkbox"/>		
Risk Management: <input type="checkbox"/>		
HR: <input type="checkbox"/>		
VP of Finance: <input type="checkbox"/>		
President: <input type="checkbox"/>		

