

## Disfavored Items Checklist

A Tuskegee University contract will be rejected, or its approval will be delayed, if it contains any of the following elements:

**Mark with a "X"**

- (1) Does the contract contain an Automatic Renewal? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (2) Does the contract include a Lengthy term or duration, especially for new relationships? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (3) Does the contract require a payment of a large sum in advance of service being provided? \_\_\_\_\_ Yes \_\_\_\_\_ No
- a) The University's preference is for one of the following:
- \_ Payment after services or goods have already been provided, in proportion to the scheduled payment, or
- \_ Payment in installments tied to milestone deliverables
- (4) Has the contract duration or term for performance already started? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (5) Is the contract governing by other than Alabama law? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (6) Is there a provision for dispute resolution other than Alabama? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (7) Are there provisions requiring indemnification or assumption of liability on the part of the University? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (8) Are there provisions requiring that the University will hold the other party harmless? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (9) Are there provisions requiring that the University to pay liquidated damages or penalties? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (10) Are there provisions authorizing injunctive relief against the University or recite circumstances which give rise to "irreparable harm"? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (11) Are there provisions that impose a statute of limitations (or deadline to sue) other than that provided by law? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (12) Are there Non-compete clauses? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (13) Are there Non-solicitation clauses? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (14) Are there provisions authorizing the acceleration of payment (i.e., provisions that, under circumstances, the requirement of payment over time will be converted to a requirement of a lump sum payment)? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (15) Are there provisions specifying dispute resolution in a manner inconsistent with the Tuskegee University Vendor Mediation and Arbitration Clause? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (16) Are there provisions authorizing the other party to assign its contractual rights, duties or obligations? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (17) Are there provisions obligating the University to pay liquidated damages or cancellation fees? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (18) Are there provisions obligating the University to pay attorney's fees and/or court costs? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (19) Are there provisions which refer to terms and conditions which are not in the contract document but may only be found outside of the contract document (e.g., on a company website or in a separate document which has not been submitted for legal review)? \_\_\_\_\_ Yes \_\_\_\_\_ No
- (20) Are there perpetual licenses associated with this contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

Additional Comments:

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**Office of General Counsel Comments**

**Legal Review and Approvals:**

[Approved: Provided that all other required approvals are obtained and funds identified, this agreement is approved on behalf of the Office of General Counsel.]

[Disapproved]

OGC Initial Comments

General Counsel \_\_\_\_\_

Date \_\_\_\_\_

CFO/VP of \_\_\_\_\_

Date \_\_\_\_\_

Response/Dialog