

Disfavored Items Checklist

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

	<u>Mark with a "X"</u>
(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:

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