



**CONTRACT ROUTING
AND APPROVAL FORM**
Office of General Counsel

OGC USE ONLY:

Received: ___/___/___ Completed: ___/___/___

Matter No.: _____

GENERAL INFORMATION

Requesting Department _____

Contact Person _____

Address _____

Telephone (_____) _____ Fax (_____) _____ Email _____

SUMMARY OF CONTRACT TERMS

Contract with _____
NAME

Description _____
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Dates Start ___/___/___ End ___/___/___ Renewal ___/___/___ Payment(s) Due _____

Terms Payment Period _____ Amount per Period _____

Total Amount of Contract _____
APPROXIMATE IF NECESSARY

Termination/Cancellation _____

Authorized Signatory _____
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF ASU PURSUANT TO ASU POLICY PUR 202

CHECKLIST

Complete and attach before sending contract to ASU Office of General Counsel

REQUIREMENT	DESCRIPTION	CERTIFIED COMPLETE BY
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices, are attached; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligation under this contract.	
Contracting Party	The name of the contracting party is stated as the "Arizona Board of Regents for and on behalf of Arizona State University" (not a department or school).	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of the other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform with the final negotiations/agreement of the parties.	
Competition/Conflicts with Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the University. The requesting department verifies the University can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been/will be obtained.	
Indemnification	ASU may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	

CHECKLIST (continued)

REQUIREMENT	DESCRIPTION	CERTIFIED COMPLETE BY
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses.	
Governing Law	The contract is governed under the laws of the State of Arizona or the department is prepared to pay additional legal fees in case of dispute.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law or by a court of law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contract are printed or typed below signature.	
Mandatory Arizona Clauses	See below for text of required "state agency" provisions.	
Total Cost Involved	The contract involves \$ _____ [to] [from] (circle one) University. If ASU is spending money under this contract, it has been reviewed by the Department of Purchasing and Business Services. If ASU is receiving money for providing goods or services, it has been reviewed by ORCA.	

CERTIFICATION OF REQUESTING PARTY

I have read this contract entirely. I am satisfied with its description of the goods and services to be provided to the University (including, for example, warranties, delivery terms, acceptance period, and maintenance terms). I am also satisfied with the description of the University's obligations (including, for example, scope of work, payment due dates, late charges, tax charges, insurance, and confidentiality requirements) and all other provisions of this contract, except as noted in any attached memorandum. A memorandum [is], [is not], (circle one) attached.

Name

Signature

Date

Title

OFFICE OF GENERAL COUNSEL REVIEW

I have reviewed this contract entirely and it: (a) does not contain legally prohibited provisions; (b) includes all legally required provisions; and (c) is not otherwise objectionable on legal, as opposed to administrative, grounds; except as noted in any attached memorandum. A memorandum [is], [is not], (circle one) attached.

Name

Signature

Date

ARIZONA STATE AGENCY PROVISIONS

- Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- Conflict of Interest.** This agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is an employee, consultant, or agent of any other party to this Agreement.
- Arbitration.** Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
- Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
- Contractor's Records.** To the extent required by section 35-214, Arizona Revised Statutes, Contractor agrees to retain all records relating to this Agreement. Contractor agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to the contractor.
- Failure of Legislature to appropriate.** If University's performance under this agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Contractor and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

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