

CONTRACT SUBMISSION AND APPROVAL FORM

Office of General Counsel

OGC USE ONLY:

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

Matter No.: _____

GENERAL INFORMATION

Requesting Administrator (President, VP or AD) _____

Requesting Department Contact Person _____

HSU Mailing Address _____

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

SUMMARY OF CONTRACT TERMS

Contract with _____
NAME

Description _____
GOODS AND/OR SERVICES TO BE PURCHASED, 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 _____

Will this contract automatically renew? Yes No

If YES, who will be responsible for monitoring the contract renewal? _____

Authorized Signatory _____
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF HSU

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

REQUIREMENT	DESCRIPTION	CERTIFIED COMPLETE BY
Contract, Exhibits and Appendices	1) The contract and all that documents that it incorporates by reference including exhibits, attachments, schedules and appendices, are attached in Microsoft Word format; 2) All such documents have been read and agreed to in their entirety by originating university unit and any faculty and staff members who have obligations under this contract; and 3) The contract is sufficiently clear and internally consistent.	
Contracting Party	The name of the contracting party is stated as "Henderson State University" (not a department or school).	
Name, Address, Contact Persons (or for Notices of Service of Process)	1) The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of the other party are included; and 2) HSU points of contact include specific HSU P.O. Box numbers (not just 1100 Henderson Street) and telephone extensions	

Understanding	1) Written contract matches the verbal understanding of all parties; 2) All terms and conditions conform with the final negotiations/agreement of the parties; and 3) This is the final version of the contract.	
Conflicts with Existing Contracts/ Compliance	1) This contract does not conflict with any other contracts, promises or obligations of the university; 2) The university can comply with all terms and conditions; and 3) This contract does not create a conflict of interest. No employee involved in this contract will receive a direct personal benefit.	
No Prohibited Provisions	This contract does not include any of the prohibited provisions as set out in "Prohibited Provisions" section of the university's Contract Policy.	
Indemnification	HSU 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.	
Governing Law	The contract is governed under the laws of the State of Arkansas or the university unit is prepared to pay additional legal fees in case of a dispute.	
Printed/Typed Names	Names of all person who will sign the contract are printed or typed below the signature lines.	
Total Cost Involved	The contract involves \$_____ [being paid to] [being paid by] (circle one) the university. If this contract involves the university spending money: 1) There are university funds currently available to pay all costs associated with the contract; and 2) All applicable procurement procedures and guidelines have been followed.	

CERTIFICATION OF REQUESTING ADMINISTRATOR

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, and maintenance terms). I am also satisfied with the description of the university's obligations (including, for example, scope of work, payment due dates, tax charges) and all other provisions of this contract, except as noted in any attached memorandum. I certify that this contract supports the mission and stated priorities of the university and that executing this contract is in the university's best interest.

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 and (b) 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