

UNC CHARLOTTE CONTRACT CHECKLIST

UPDATED October 30, 2020

INSTRUCTIONS

IMPORTANT ACTIONS PRIOR TO BEGINNING CONTRACT REVIEW

I. Prohibited Clauses

II. Risky Clauses

III. Other Important Considerations That May Require Contract Modification, Consultation, or Further Documentation or Authorization

IV. Contract Advisory

To complete the Contract Checklist, [print out this document in pdf format](#) and fill it in by hand.

Instructions

This checklist has been prepared by the UNC Charlotte Office of Legal Affairs to assist [Materials Management officers and other University employees](#) in the negotiation and review of contracts. It is based on contracting guidelines from the NC Attorney General's office, on the rules of the State's and the University's Materials Management divisions, and on University policies.

1. **Applicability:** This checklist applies to contracts for the purchase of goods or services and for agreements under which goods or services (but not real estate) are donated to the University. Parts of the checklist also apply to agreements under which the University provides goods or services to another party, and to non-disclosure/confidentiality agreements. The checklist has not been designed to apply to sponsored program agreements, construction and design services contracts, real property transactions, or University employment contracts (other than independent contractors).
2. **Considerations:** See [What to Consider Before Signing a Contract](#)
3. **Contracts for Goods or Services:** Special note on purchasing [goods or services](#) (including independent contractor agreements): Contracts to obtain the services of consultants are regulated by [UNC System policy](#). Contracts for certain institutional services, for curriculum development, and for academically oriented research are exempt from the prescribed procedures. Because each consulting or personal services contract you consider will involve different facts and circumstances, [review the information below](#), and always discuss any contract to obtain goods or services with the [Office of Materials Management](#) (ext. 7-7330) before engaging in extensive negotiation of other contract details.

4. **Contracts Exceeding One Million Dollars (\$1,000,000):** EFFECTIVE OCTOBER 1, 2010: All proposed statewide and agency term contracts for supplies, materials, printing, equipment, and contractual services that exceed one million dollars (\$1,000,000) MUST be reviewed by the [UNC Charlotte General Counsel](#) (ext. 7-5732) or designee to ensure that the proposed contracts are in proper legal form, contain all clauses required by law, are legally enforceable, and accomplish the intended purposes of the proposed contract. ([NCGS § 114-8.3](#)). The General Counsel, or designee, in consultation with Materials Management, will complete the [NC Attorney General's contract checklists](#) prior to finalizing a contract that exceeds one million dollars.
5. **Procedures:** See [Contract Checklist Purpose and Procedures](#)
6. **Conclusion:** If a contract does not satisfy all elements of the checklist, there are three options:
 - o The UNC Charlotte person with an interest in the contract may negotiate with the vendor or other party to reach agreement on terms that are consistent with the Checklist guidelines.
 - o The UNC Charlotte employee with an interest in the contract, and his or her supervisor, may sign a "[Contract Advisory](#)" that allows deviation from some of the Checklist requirements.
 - o The University may decide not to enter into the contract. The decision about which options to pursue will be made by the person with an interest in the contract after consultation with Materials Management and, when needed, in consultation with the [Office of Legal Affairs](#).

NOTE: Reviewer is responsible to assure that at least one original of the contract, signed by all parties, is obtained and filed with the [Office of Grants and Contract Administration](#), and that a copy of the fully executed contract is kept on file in the office of the Authorized Person signing the contract on behalf of UNC Charlotte. This completed checklist, appropriately signed, must be filed with the original contract.

NAME OF OTHER PARTY(IES): _____

DESCRIPTION OF PRODUCT/SERVICES IN THE CONTRACT: _____

IMPORTANT ACTIONS PRIOR TO BEGINNING CONTRACT REVIEW:

I. IF THE CONTRACT IS FOR PURCHASE OF GOODS OR SERVICES OR CONSULTING (INDEPENDENT CONTRACTOR AGREEMENT):

1. Review UNC Charlotte [PURCHASING MANUAL/PROCEDURES](#) and consult with [Materials Management](#) (ext. 7330) to determine:

(a) whether rules of the State Division of Purchase and Contract have been complied with;

(b) whether proper bid procedures have been followed.

2. If the contract is for the **purchase of goods or services**, ensure that the following language is inserted:

Access to Persons and Records: The State Auditor and the University of North Carolina at Charlotte's internal auditors will be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance.

3. If the contract is for the **purchase of goods or services**, ensure that the following language is inserted:

As required by Section [143-133.3](#) of the North Carolina General Statutes, the Contractor certifies that it, and each of its subcontractors, verifies the work authorization of each of its employees under E-Verify.

(See also NC General Statutes [Article 2, Chapter 64.](#))

4. If the contract is for the **purchase of goods or services**, ensure that the following language is inserted:

Contractor and any subcontractors shall abide by the nondiscrimination and affirmative action requirements of 41 CFR §§ 60-1.4(a). In addition, **contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

5. If the contract is **valued at more than \$1,000**, ensure that the company/vendor is not listed on the North Carolina State Treasurer ([nctreasurer.com](#)) lists for the Iran Divestment Act or Companies Boycotting Israel.

6. If the contract is for the purchase of **electronic and information technology goods or services**, ensure that the following language is inserted:

Contractor warrants that its product or service complies with Section 508 of the Rehabilitation Act of 1973, as amended, or WCAG 2.0 AA with respect to accessibility for individuals with disabilities. In the event that the University receives any complaints or concerns regarding the accessibility of the product or service, Contractor agrees promptly to respond to and resolve those concerns. Further, Contractor agrees to indemnify and hold University harmless for any claims arising from the inaccessibility of its product or service.

(If the contractor will not accept this language, contact the [Office of Legal Affairs.](#))

7. Will the vendor be:

a. **accepting credit/debit card payments** either --

1. **on behalf of the University** (i.e., revenue sharing agreement) or

2. **for goods or services provided to our faculty, staff, or students;**

b. **integrating software** to a platform **that will accept** credit/debit card payments; or

c. **providing equipment that will accept** credit/debit card payments, then route to eCommerce?

If yes, please contact the Controller's Office eCommerce Unit at ecommerce@uncc.edu before proceeding with the contract.

_____ **Materials Management has approved each applicable item listed above**

II. IF THE CONTRACT REQUIRES THE VENDOR/CONTRACTOR TO WORK WITH SENSITIVE POPULATIONS OR HAVE ACCESS TO SECURITY SENSITIVE AREAS OF CAMPUS:

Ensure that the following language is inserted:

"[Vendor], at its expense, will conduct a background check for each of its employees, and for any employee of its subcontractors, who is assigned a task that requires access to residence halls or other areas designated by [University] as security sensitive (each, a "Security Sensitive Area"). The background check must be conducted within the twelve (12) months immediately preceding an employee's initial access to the Security Sensitive Area. At a minimum, the background check must consist of a search conducted by a qualified background check service provider, and include a review of the National Sex Offender Registry and criminal court records of all counties of residence based on the employee's past seven (7) years of residential addresses. The following types of convictions will normally render an employee ineligible to work in a Security Sensitive Area:

1. Drug distribution activity or felony drug possession
2. Sexual offenses, including stalking
3. Crimes of violence involving physical injury to another person
4. Child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment
5. Murder
6. Kidnapping
7. Any other crime involving moral turpitude

All Vendor or subcontractor employees with access to a Security Sensitive Area have the responsibility to self-disclose to Vendor any convictions that occur while assigned to [University] within three business days of the conviction. If at any time it is discovered that a Vendor or subcontractor employee requiring access to a Security Sensitive Area has a criminal record that includes any of the above-listed offenses, [Vendor] must inform [University] and [University] will assess the circumstances surrounding the conviction, including the time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the employee is eligible for assignment to a Security Sensitive Area. [University] may withhold consent to such assignment in its sole discretion.

[University] may audit [Vendor's] background check process at any time to ensure compliance with this [Section]. Failure of [Vendor] to comply with the terms of this [Section] is a material breach of this Agreement and may result in immediate termination by [University] without further liability or obligation."

Name of Materials Management representative who approved: _____

Date of approval: _____

I. PROHIBITED CLAUSES

IF THE FOLLOWING TERMS ARE IN THE CONTRACT, CONTRACT MUST BE MODIFIED OR ABANDONED; CONTRACT ADVISORY IS NOT AN OPTION. THESE CLAUSES ARE PROHIBITED!

1. Does the Contract subject the University to tort liability beyond the limits of the Tort Claims Act (\$1,000,000 cap for negligence of state employee/agent acting within scope of employment), or otherwise waive State's sovereign immunity? (For further information, contact the Office of Legal Affairs.)

CAUTION: any clause that provides for University liability or "assumption of risk" or "responsibility" for damages, accidents, claims, etc. may violate this prohibition.

Yes (Either modify the Contract or abandon it. Contract Advisory is not an option. Click here for an explanation of why this clause is prohibited.) Click here for language to use in negotiating the removal of this clause from the Contract.

No

2. Does the Contract provide for the University to "hold harmless," or "save harmless," or "indemnify" the contractor, or otherwise assume responsibility for paying the contractor's liabilities?

Yes (Either modify the Contract or abandon it. Contract Advisory is not an option. Click here for an explanation of why this clause is prohibited.) Click here for language to use in

negotiating the removal of this clause from the Contract.

No

3. Does the Contract contain clauses that would make it subject to either the substantive law or the jurisdiction (also referred to "forum" or "venue") of another state?

Yes (Either [modify the Contract](#) or abandon it. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited.) Click [here](#) for language to use in negotiating the removal or change of this clause.

No

4. Does the Contract require binding arbitration or any mandatory dispute resolution other than legal action in North Carolina courts? (A mediation clause is acceptable.)

Yes (Either [modify the Contract](#) or abandon it. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited.) Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

5. Does the Contract allow the other party to assign its right to payment to a third party without subjecting the third party to all the defenses and claims the University would have against the original contracting party?

Yes (Either [modify the Contract](#) or abandon it. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited.) Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

6. Does the Contract provide for the University to pay attorney fees, court costs, or other litigation expenses of other parties if there is a dispute?

Yes (Either remove the clause or abandon the Contract. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited.) Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

7. Does the Contract provide for personal liability of the signer or any other University employee?

Yes (Either remove the clause or abandon Contract. Contract Advisory is not an option. The University cannot protect an employee from personal liability; the Defense of State Employees Act applies only to liabilities within the course and scope of an employee's State employment.)

No

8. Does the Contract include a "non-compete" clause, which requires, for instance, that the University may not contract with a similar service or product provider for a specified length of time after the expiration or termination of the Contract?

Yes (Either remove the clause or abandon Contract. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited and [here](#) for language to use in negotiating the removal of this clause from the Contract.)

No

9. Does the Contract create a procurement relationship with the immediate family member of any employee of the University?

Yes (Either remove the clause or abandon Contract. Contract Advisory is not an option. See [University Policy 603.2.](#))

No

NOTE: Prior written approval from the UNC Charlotte Materials Management Office and the North Carolina State Purchasing Office (SPO) is necessary before making University purchases from or through individuals who are also employees of the University or the State of North Carolina.

10. Does the Contract include a clause or covenant providing that the University will not hire a service provider's employees who work with us in the provision of services?

Yes (Delete the clause. Contract Advisory is not an option. Click [here](#) for an explanation of why this clause is prohibited and [here](#) for language to use in negotiating the removal of this clause from the Contract.)

No

II. RISKY CLAUSES

IF THE FOLLOWING TERMS ARE IN THE CONTRACT, EITHER MODIFY THE CONTRACT USING [ALTERNATE CLAUSES](#) OR USE CONTRACT ADVISORY; OTHERWISE ABANDON IT.

1. Does the Contract seek to limit the other party's liability?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract. Click [here](#) for an explanation of why this clause is prohibited.) Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

Yes, but the Contract is for user-installed software. (Vendor may limit remedy for defective software to either replacement of the software or refund of the purchase/license price, at University's option. Otherwise, modify the Contract or use Contract Advisory. "Software" does not include information content such as may be found on discs and online databases.)

Yes, but the Contract is for sale and purchase of information processing equipment, supplies, services, or licensing of software from IBM. (Remove the clause. [IBM has agreed](#) to unlimited liability to the State for personal injury or property damage claims.)

No

2. Does the Contract contain a provision that all payments are immediately due upon breach of the contract or default (also known as an "acceleration clause")?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.) Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

3. Does the Contract contain information about late payment penalties or finance charges?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)

No

4. Does the Contract alter the normal application of North Carolina general law of contract by including clauses that:

- Violate the statute of limitations by providing less than three years for the University to file a legal claim or sue for breach of contract?

Yes (Either remove the clause or contact the [Office of Legal Affairs](#) if you use [Contract Advisory](#); otherwise abandon the Contract.)

Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

- State that breach would cause irreparable harm and justify injunctive action?

Yes (Either remove the clause or contact the [Office of Legal Affairs](#) if you use [Contract Advisory](#); otherwise abandon the Contract.)

Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

- Provide for liquidated damages or cancellation fees?

Yes (Either remove the clause or contact the [Office of Legal Affairs](#) if you use [Contract Advisory](#); otherwise abandon the Contract.)

Click [here](#) for language to use in negotiating the removal of this clause from the Contract.

No

5. Does the Contract allow the vendor to repossess property or take action outside of court proceedings in response to a University breach of contract?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)
 No

6. Does the Contract provide the other party with ownership or other rights (often called a "security interest" or "UCC statement") in the property being purchased by the University?

Yes (Either remove the clause or use [Contract Advisory](#); otherwise abandon the Contract.)
 No

7. Has the other party requested that the University sign a "Business Associate Agreement" under HIPAA?

Yes (STOP. Do not sign. In most cases, the presumption is that the University is NOT a "Business Associate." [Review this guidance](#) and/or send to the [Office of Legal Affairs](#) for review.)

No

8. Does the contract provide that "time is of the essence" in the University's performance of a service or provision of a product?

Yes (Either remove the clause or contact the [Office of Legal Affairs](#) for advice on revising the clause.)

No

III. OTHER IMPORTANT CONSIDERATIONS THAT MAY REQUIRE CONTRACT MODIFICATION, CONSULTATION, OR FURTHER DOCUMENTATION OR AUTHORIZATION

1. Is the reviewer the person most knowledgeable about the background and facts?

Yes

No. (Discuss the Contract with the person most knowledgeable and proceed with Contract Review form.)

2. Is Contract document complete? Are all attachments or documents referenced in the Contract attached?

Yes

No (If no STOP REVIEW until all documents are obtained and attached.)

3. Is the name and authority of the other party's representative provided? Are they identified by a corporate or individual name? If corporate, is their state of incorporation included? Are abbreviations used and are they consistent throughout the document and in the signature blocks?

Yes (Insure signature lines match name and authority exactly.)

No (STOP REVIEW, obtain and attach evidence of authority.)

4. Does the Contract clearly establish who will execute the Contract for the other party, and in what capacity? Are the names, addresses, telephone, and fax numbers of each party's point of contact included?

Yes

No (STOP REVIEW, obtain and then continue with review.)

5. Does the person who will execute the Contract for UNC Charlotte have legal authority to do so? (See [University Policy 603.1](#) and UNC Charlotte [contractual authority list](#) or contact the [Office of Legal Affairs](#).)

Yes (Insure signature lines match name and authority.)

No (Change name/title to that of a person who has authority to sign.)

6. Does Contract contain a clause setting forth that the Contract is the complete agreement of the parties? Does the Contract clearly and accurately state the "consideration." (Note: "Consideration" is a legal term meaning the cause, motive, price or compelling influence which induces a contracting party to enter into a contract. Any benefit conferred or agreed to be conferred to which a party is already legally entitled does not constitute consideration for a contract.)

Yes

No (Insure parties do not have any oral or "side" agreements and then include clause, if applicable.)

7. Does Contract have a clearly stated beginning date, ending date and effective date?

Yes

No (Determine dates and include.)

8. Does Contract contain a provision stating that time is of the essence in performance of this Contract by the other parties?

Yes

No (Insure parties do not have any oral or "side" agreements and then include clause.)

9. Is there a provision for notification of default, a method to cure such default and specific steps provided for notice to parties?

Yes

No (If no notice or method for cure is included, review purpose of Contract. If no specific steps are included for notice to parties, [include a provision.](#))

10. Does the Contract clearly establish time, place, and method of payment?

Yes

No (Include a clause establishing time, place, and method of payment.)

11. If applicable, does the contract meet the Business Vice Chancellor's requirements for [acceptable invoices](#)?

Yes

No (If applicable, obtain [acceptable invoice.](#))

N/A

12. Are payment terms at least NET 45 upon receipt and approval of invoice (meaning that the University has up to 45 days to pay in full)?

Yes

No (Modify to reflect NET 45 terms unless Materials Management allows otherwise.)

13. If the Contract is for personal services by an out-of-state person or entity in the form of a performance, an entertainment or athletic event, a speech (including an academic lecture), or the creation of a film, radio, or television program, does the Contract provide that the University shall withhold a 4% nonresident income tax on payments greater than \$1,500 in any one calendar year?

Yes

No (Include [withholding clause.](#))

N/A

14. Does Contract contain a force majeure clause ("act of God clause") effective as to both parties?

Yes (Is clause consistent with the Contract purpose?)

No (Determine how acts of God are likely to impact the Contract, negotiate and [insert clause](#), if applicable.)

15. Does the Contract contain confidentiality or non-disclosure provisions?

Yes (Add [clause](#) to make it subject to the [NC Public Records Act.](#))

No

16. Does the Contract provide for automatic renewal, or renewal unless the University takes affirmative action to terminate?

Yes (Remove automatic renewal term unless Materials Management allows otherwise.)
 No

17. Does the Contract result in the University directly or indirectly making money in competition with private business?

Yes (Consult with [Office of Legal Affairs.](#))
 No

18. Does the Contract assume or refer to information or documents outside those included with the Contract?

Yes (Determine if such information is needed for proper Contract interpretation, review them against the checklist and include if required.)
 No

19. Does the Contract create rights in parties other than the University and contractor?

Yes (Consult with the [Office of Legal Affairs.](#))
 No

20. Does the Contract grant any party other than the University any "exclusive right," so that the contract would limit for a period of time the University's capacity to grant similar rights to other persons or organizations?

Yes (Consult with the [Office of Legal Affairs](#) to check for conflicts. The Office of Legal Affairs maintains a database of all exclusive contracts binding the University.)
 No

21. Does the Contract provide for payments beyond the current fiscal year?

Yes, from State appropriated funds. ([Add a statement](#) that payments beyond the current fiscal year are conditioned on appropriation of sufficient funds to cover the purposes set forth in the agreement.)

Yes, from other than State-appropriated funds. (Obtain approval from Materials Management.)
 No

22. If the Contract is for consulting or other personal services (artistic performance, etc.):

- Have you consulted with Materials Management (ext. 7330) to assure that IRS "[independent contractor](#)" rules are observed? ([See above.](#))

Yes

No (Consult with Materials Management.)

- Does the Contract involve the creation or modification of any intellectual property (copyright, patent, trademark) by the party providing consulting or other personal services?

Yes (Ensure that the Contract provides that any such intellectual property rights are owned entirely by the University (e.g., "University shall retain all right, title, and interest, including copyright in the work..."). Contact the [Office of Legal Affairs](#) with any questions.)

No

- Does the contract require that the University provide the Contractor with personal identifiers as listed in N.C.G.S. [§132-1.10](#) and in N.C.G.S. [§14-113.20\(b\)](#) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act ([FERPA](#))?

Yes (Add the clause suggested [here](#). Contact the [Office of Legal Affairs](#) with any questions.)

No

23. Does the Contract allow the price or other terms to be changed in the future?

Yes (Obtain approval from Materials Management.)

No

24. Does the Contract allow the other party to use the University's name in any advertising, endorsement, or promotion?

Yes ([Modify the Contract](#) to require advance written approval of content from the Vice Chancellor for Business Affairs.)

No

25. Does the Contract allow the other party to terminate the Contract?

Yes ([Modify the Contract](#) so that UNC Charlotte gets a pro rata refund.)

No

26. Does the Contract require the University to obtain insurance or a bond?

Yes ([Modify the Contract](#) to state that "UNC Charlotte is self-insuring." Check with the [Office of Safety and Security](#) to be sure since UNC Charlotte does purchase insurance for a few areas.)

Yes, and the Contract requires that the University provide proof of insurance (Contact the Office of Legal Affairs office to obtain an insurance letter explaining the University's coverage under the Tort Claims Act and the State's excess liability insurance policy. Click here for an [insurance letter template](#).)

No

27. Does the Contract provide for other party to buy an insurance policy protecting UNC Charlotte?

Yes. Does the Contract provide for proof of insurance from other party within ten (10) working days of Contract execution?

Yes

No ([Modify the Contract](#) to include provision for proof of insurance within time frame.)

No (For proof of insurance, [modify the Contract](#) to include provision for proof of insurance within time frame.)

28. If answer to [Question III.27](#) was yes, does the Contract provide for default if insurance is not maintained by other party?

Yes

No (Review Contract purpose and determine if it should be included.)

29. Does the other party assert a right to exclusive control of any investigation, defense or settlement of any patent or copyright lawsuit or other claim filed against UNC Charlotte?

Yes (Such provision must be deleted or [conformed](#) to the representation requirement established by law.)

No

30. Does the Contract require the University to "ensure," use "best efforts," "warrant," or otherwise guarantee anything (e.g., security of property or confidentiality of information)?

Yes (Replace that requirement with wording that UNC Charlotte will use "reasonable efforts.")

No

31. Does the contract require personnel, space, or equipment in addition to what is presently available for the project, or does it require alterations to physical plant, installation, or maintenance of equipment?

Yes

a. You are required to obtain approval from the Vice Chancellor for Business Affairs (or designee) that such requirements can be provided within the limits of funds available.

b. If the contract requires the purchase of equipment, you are required to determine that such equipment is not already available for the project.

No

32. Is the contract with a service organization to process transactions for the University that have a significant impact on University financial statements (e.g., investment managers, custodial banks, trustee banks)?

Yes. The service organization is required to have an annual SAS 70 audit of its internal controls. Modify the contract to include language requiring such audit.

No

33. Does the contract involve the use of one or more University facilities that require scheduling, user fees, or both?

Yes. Name of facility: _____

Name of individual giving approval of any fees and/or scheduling:

No

34. Does the contract create competition with other areas of campus?

Yes (Approval by the Vice Chancellor for Business Affairs is required.)

No

35. Does the contract fall within the greater mission of the University?

Yes

No (Approval by the Vice Chancellor for Business Affairs is required.)

36. Is there any part of the Contract that the campus originator does not understand?

Yes (Indicate what part and discuss with Materials Management.)

No

37. Should the Contract be signed in multiple originals or counterparts?

Yes (Insure correct number of "originals" exist.)

No (Consider how many parties will "prove" the Contract if needed.)

38. Does the Contract include a provision in which one party assigns copyright in certain intellectual property to the other party?

Yes (Make sure that the language explicitly states that the assigning party assigns "all right, title, and interest, including copyright" in the property described. Contact the [Office of Legal Affairs](#) if you have any questions about intellectual property issues in a contract, including patent, copyright, or trademark/servicemark issues.)

No

39. Does the contract involve the disclosure or maintenance of any personally identifiable patient information, including records of medical treatment or billing for medical treatment?

Yes. Make sure the language of the contract explicitly provides [as follows](#):

“All parties to this Agreement shall abide by all laws and regulations governing the confidentiality of patient information and shall vigorously safeguard privileged information. Any personally identifiable medical record information, personnel information, or other information that is exempt from the North Carolina Public Records Act, or is otherwise protected by law from disclosure, that is provided by the University to [the other party] under this Agreement shall be kept confidential and shall not be further disclosed without the prior written approval of the University.”

No

40. Was a [Contract Advisory](#) used?

Yes (must be attached)

No

I have reviewed the Contract and given accurate responses to each item listed above.

Signature of person originating Contract: _____ Date: _____

Signature of supervisor of person originating Contract: _____ Date: _____

Signature of person completing this Checklist: _____ Date of Review: _____

NOTE: Reviewer is responsible to assure that at least one original of the contract, signed by all parties, is obtained and filed with the [Office of Grants and Contract Administration](#), and that a copy of the fully executed contract is kept on file in the office of the Authorized Person signing the contract on behalf of UNC Charlotte. This completed checklist, appropriately signed, must be filed with the original contract.

