



CONTRACT ROUTING AND APPROVAL FORM

Office of General Counsel

This form should be completed by the principal ASU Contact, who should have authority (from their department/business group) to negotiate this contract on behalf of ASU.

ASU Contacts			
Requesting Department:			
Principal ASU Contact; Title:			
Telephone:	Email:		
Other ASU people/departments that are or should be substantially involved (Purchasing, AzTE, ORSPA, Financial Services, Real Estate, etc.):			
General Information			
Other Contracting Parties (provide entity names, including type of entity, e.g., corporation, LLC, etc.):			
Description (including dollar value of contract, term and approvals (internal/external) needed, including Purchasing, AzTE, ORSPA, Financial Services or ABOR approval):			
Type of Contract (Please designate the type of contract)			
<input type="checkbox"/>	Non-Disclosure Agreement	<input type="checkbox"/>	Intergovernmental Agreement (confirm completion of IGA form)
<input type="checkbox"/>	Purchasing (confirm that contract has already been sent to Purchasing and Business Services)	<input type="checkbox"/>	Grants of Rights of Way and Easement
<input type="checkbox"/>	Involves grant/receipt of substantial Intellectual Property rights	<input type="checkbox"/>	Student Placement Agreement
<input type="checkbox"/>	Real Property Use	<input type="checkbox"/>	Sponsored Research Agreement
<input type="checkbox"/>	Other: _____		
Certifications* (check the box/initial to confirm "yes")			
I have read the contract in its entirety, including all exhibits, appendices and any other documents incorporated into the contract.			<input type="checkbox"/>
The written contract matches the verbal understanding of all the parties. All terms and conditions conform with the final negotiations/agreement of the parties.			<input type="checkbox"/>
If I checked a box regarding a specialized type of contract above, I have followed up and completed the steps described parenthetically.			<input type="checkbox"/>
I have reviewed the Signature Authority Policy. The authorized signatory who will be signing this contract is: _____. The authorized signatory is familiar with this project or will be briefed by me or my department before this contract is presented for signature.			<input type="checkbox"/>
No conflict exists between this contract and other known ASU obligations.			<input type="checkbox"/>
To the extent this contract involves obligations on the part of other ASU departments, I have confirmed that the other departments are willing and able to perform.			<input type="checkbox"/>

*When completing this checklist and briefing OGC, please recall that OGC may have no prior knowledge of this transaction or your related discussions to date.

Conflicts of Interest	
I have read the Conflicts of Interest Policy (ACD 204-08) and there are no conflicts implicated by this transaction.	
Checklist: Initial to confirm completed or indicate N/A	
I have confirmed that the following terms are accurately reflected in the draft contract with appropriate specificity (or term sheet if applicable): commencement date; termination date (including renewal options, if any); parties' names; financial terms; scope of work to be performed. These basic terms should be reflected in every contract. If they are not correct, I have corrected them in my revised draft that I am delivering to OGC.	
I have brought to OGC's attention (in writing in the draft document or cover email) all discrepancies between the terms reflected in the present draft of the contract and the agreed upon transaction terms.	
I have sent a draft of the contract to ASU's Risk Manager (Bruce Hooper) for review of the insurance provisions (and copied OGC on transmission).	
Basic Contract Terms	
I have confirmed that the contract is governed by Arizona law. If governed by the law of another state, I have revised to read "Arizona law" or have received approval from _____ with his/her understanding that if the governing law provision results in additional costs, State Risk may deny coverage of such costs and those costs would be charged to his/her department.	
I have confirmed that the contract does not purport to subject ASU to the jurisdiction of courts of another state (if it does, I have struck those provisions).	
I have confirmed that there are no provisions in the contract that impose obligations of confidentiality on ASU (and if there are, I have either struck the provisions or can explain to OGC why they are necessary).	
I have confirmed that there are no provisions which limit the liability of the other party (e.g., damage caps, waiver of indirect, consequential or other damages) or I have brought those provisions to the attention of the appropriate Executive Vice President and received approval to include such limitation with his/her understanding that State Risk may not cover such damages in the event that such damages occur and my department may be responsible for the resulting loss.	
I have briefed OGC on this transaction, including flagging any issues of concern.	
I have included the appropriate "State of Arizona Provisions" (http://www.asu.edu/counsel/brief/statepro.html) in the draft contract.	
This Contract Routing and Approval Form is accompanied by a draft of the contract in unprotected Word format.	