

Contract Review and Approval Form

Certification of Contract No. _____ Title _____ Date _____

Responsible Fund # _____ Vendor # _____ Vendor Name _____

Topic	Certification	Initials or N/A	
		Originating Office	Contract Office
Understanding of Parties	<ul style="list-style-type: none"> - I have read the contract and all attachments. - All documents incorporated by reference are attached. - All terms and conditions agreed to by University are included, and no unacceptable term or condition is included. - Risk Management Office is provided a copy of contract review form when appropriate. 		
Performance	<ul style="list-style-type: none"> - University can perform all of its duties under the contract. - No conflict exists between this contract and other known University obligations. 		
Completeness	<ul style="list-style-type: none"> - The University of Tennessee is the contracting party. To include campus or unit, use "The University of Tennessee, on behalf of its ____" and fill in campus or unit. - Maximum liability is stated. - Beginning date and ending date are included. - Payments and payment schedule are specific. - University's Standard Terms & Conditions are included if University is procuring personal, professional, consulting, or non-biddable services. 		
Conflict of Interests	<ul style="list-style-type: none"> - Other party is not, and for previous six months has not been, a University or state employee. - Other party is not an entity in which a University employee/spouse/dependent child is sole proprietor, partner, or has a controlling interest. - Other party is not an entity in which a University employee/ spouse/dependent child holds more than a 5% non-publicly traded interest if employee directly or indirectly influenced the contract decision. 		
Independent Contractor	<ul style="list-style-type: none"> - If University is procuring personal services, the contractor is an independent contractor, not an employee, under the guidelines stated in Fiscal Policy No. FI0420 and on the reverse side of the Request for Special Payment Form (T-27). 		
Biddable Goods & Services	<ul style="list-style-type: none"> - If contract was not procured through Purchasing, goods/services are non-biddable within guidelines stated in Fiscal Policy Nos. FI0410 and FI0420. 		
Limitation of Liability	<ul style="list-style-type: none"> - If contract contains a limitation of other party's liability (other party will not be responsible for indirect, consequential, or punitive damages; limitation of warranties; or limitation of liability to a set amount or repair or replacement), risk of liability and loss to University have been considered and found acceptable. However, University has not agreed to limit other party's liability below two times value of contract (per TCA § 12-4-119), nor limit time to file lawsuit. 		
Taxes	<ul style="list-style-type: none"> - If contract will result in receipt of revenue by University, the Controller's Office has been contacted to assess potential sales and use tax or unrelated business tax issues. 		
Illegal Immigrants	<ul style="list-style-type: none"> - In compliance with Tennessee Code Annotated (TCA §12-4-124), contract contains clause prohibiting the use of services by illegal immigrants or contractor attestation has been obtained prior to contract execution. 		
Audit	<ul style="list-style-type: none"> - If University is procuring services, contract requires other party to maintain records in accordance with generally accepted accounting principles, and University has right to audit records for 3 years after final payment. 		
Prohibited Provisions	<ul style="list-style-type: none"> - All prohibited provisions have been deleted or modified per Fiscal Policy No. FI01420. Specifically, the following prohibited provisions have been deleted or acceptably modified: <ul style="list-style-type: none"> o Governing law (choice of law) of another state o Jurisdiction and venue in any state or federal court o University to indemnify or hold harmless o University to purchase insurance o Arbitration o Multi-year commitment of unencumbered funds 		