

Augusta University

Policy Library

Negotiation and Execution of Contracts

Policy Manager: Office of Legal Affairs

POLICY STATEMENT

This policy provides an overview of the process of negotiating and executing contracts involving the Augusta University (“AU”). Unless specific example is provided below (see Process/Procedures), all contracts involving AU **must** be executed in accordance with the terms of this policy.

REASON FOR POLICY

This revised policy is designed to more clearly delineate the process and procedures required for the approval of contracts, as well as outlining the duties of individuals responsible for negotiating, reviewing or approving the contract.

AFFECTED STAKEHOLDERS

Indicate all entities and persons within the Enterprise that are affected by this policy:

- Alumni Faculty Graduate Students Health Professional Students
 Staff Undergraduate Students Vendors/Contractors Visitors
 Other:

DEFINITIONS

This policy uses the term “contract” to mean any document that creates an obligation, right, or liability for AU. A contract may or may not involve the payment of money. Such a document may be called a Contract, an Agreement, a Memorandum of Understanding, a Letter of Agreement, or similar terminology. Examples of contracts covered by this policy include, but are not limited to, affiliation agreements, clinical service agreements, business associate agreements, collaborative agreements, continuing education agreements, consulting agreements, licensing agreements, material transfer agreements, and research agreements (sponsored and non-sponsored). This policy applies to the initial contract and to every amendment, renewal or extension of such a contract.

PROCESS & PROCEDURES

The office/division/department (“originator”) responsible for implementing and managing the contract must conduct a due diligence review to evaluate the contract’s benefits and risks to AU. The Office of Legal Affairs stands ready to assist and participate in all phases of contract drafting and negotiations. Following the preliminary review by the originator, a contract must be reviewed and approved by the applicable department chair/office head, and dean/vice president. Additionally, certain contracts require review by particular offices. Prior to final approval or execution of any contract involving AU, the contract must be submitted to the Office of Legal Affairs for legal review and approval.

Office of Legal Affairs Use Only

Executive Sponsor: VP and General Counsel, Office of Legal Affairs

Next Review: 1/2024

AU will only be bound by written contracts reviewed and approved in accordance with this policy and executed by employees with written signature authority. A contract executed in conflict with this policy may be invalid as a matter of law, and, the President of AU may determine such a purported contract to be void from inception. Failure to follow this policy may potentially result in individual personal liability for any person who signed the contract on behalf of AU.

Certain Contracts/Transactions Excepted From This Policy. Certain contracts, because of the parties involved or because of the contract’s size or nature, are governed by other entities’ contracting procedures or are otherwise excepted from this policy. The following are examples of contracts excepted from this policy.

- a. Purchasing Contracts. The authority to execute Purchasing agreements flows from the Georgia Department of Administrative Services rather than from the Board of Regents or the President. Accordingly, Purchasing agreements are governed by the Georgia Department of Administrative Services (DOAS) policies. (DOAS purchasing policies may be found at: <http://doas.ga.gov/state-Purchasing>) Purchasing contracts involve the expenditure of funds by AU to procure supplies, materials, equipment and services. Examples of a Purchasing contract include an agreement for AU to engage a consultant, to purchase office furniture, IT software or PC hardware, to rent a venue, or to hire a caterer; such contracts are handled by the Purchasing Department (Materials Management). In contrast, contracts where AU is selling a product or service, such as an agreement whereby AU provides one of its employees as a consultant to someone else, would not be a Purchasing contract. If necessary, either the Purchasing Department or the Office of Legal Affairs may assist in determining whether a contract should be handled by the Purchasing Department.

- b. Contracts by Affiliated Entities. Because our affiliated entities are legally separate from AU, a contract between an affiliated entity and an unrelated non-AU third party should be executed in accordance with that affiliated entity’s policies. Examples of such affiliated entities are AU Health, Inc., Augusta University Research Institute (AURI), or one of AU’s philanthropy foundations. **However, a contract between AU and an affiliated entity, such as AU Health, Inc. or AURI is subject to this policy and AU legal review, and any affiliate contract with a third party that encumbers, commits, expends, or is predicated upon AU funds is also subject to this policy and AU legal review.**

- c. Certain Departmental Sales Transactions. Many AU departments are authorized to provide certain services or products to customers, both internal AU customers and external public customers. Sales of such services and products are provided as an adjunct to a department’s instructional or research activities and support or relate to AU’s mission. Departmental sales that are made not pursuant to a contract, but rather are simply invoiced, need not be routed for approval pursuant to this policy. However, such

sales, must nevertheless be properly documented in accordance with applicable accounting standards and procedures.

- d. Standardized “Form” Contracts. Certain transactions are, relatively, routine in nature and involve the use of a standardized “form” contract that has undergone prior review and approval by the Office of Legal Affairs, and has no material or substantive changes to the pre-approved form, are not required to be routed to the Office of Legal Affairs for Approval. A few examples of such standardized “form” contracts and where they may be found are:

- (1) Faculty employment contract forms (found at the Board of Regents Academic Affairs Handbook, Section 4. “Academic Personnel”, http://www.usg.edu/academic_affairs_handbook/section4/C709;
- (2) AU House Officer Notice of Appointment Form (found at AU’s Graduate Medical Education website, <http://www.AU.edu/mcg/residents/general-information.php>;
- (3) AU Residence Life Academic Year Housing Agreement (please contact the Director of Residence Life);
- (4) Athletic Competition Contracts; and
- (5) Clinical Trial Form Contracts.

Determinations about whether a contract is a “form” should be made in consultation with the Office of Legal Affairs. If you believe a contract should be treated as a standardized “form” contract, please contact the Office of Legal Affairs for assistance and review.

Negotiating and Drafting the Contract. The originator responsible for the preliminary review of a contract should be aware that AU, as a state entity, is prohibited from agreeing to certain provisions, such as attorneys’ fees, confidentiality, damages, indemnification, and intellectual property. See **Attachment A: Items To Consider When Drafting A Contract**. The originator responsible for conducting the necessary due diligence evaluation of a contract should also consult and be aware of the concerns and items generally considered due diligence. See **Attachment B: Due Diligence Considerations**.

Ethical Considerations. Everyone involved with a contract has a duty to disclose and to manage (or refer to their supervisor, or to the Chief Compliance Officer) **any conflict of interest, any improper use of State or University funds or resources, any ethical violation, any violation of University Work Rules, and any other inappropriate or unauthorized behavior associated with a contract**. For guidance, please refer to the following policies and guidelines:

1. AU Individual Conflict of Interest Policy (<https://www.augusta.edu/compliance/policyinfo/policy/individual-conflict-interest-policy.pdf>)
2. AU Ethics Policy (<https://www.augusta.edu/compliance/policyinfo/policy/ethics-policy.pdf>)
3. AU Work Rules (<https://www.augusta.edu/hr/relations/university-employee-relations/documents/auworkrulesdisciplinarypolicyupdate9.18.2020.pdf>)

Routing the Contract. The originator is responsible for utilizing the approved routing form and securing the appropriate approvals prior to signature. See **Attachment C: AU Contract Routing and Approval Form**. Once all necessary approvals have been obtained, the Contract Routing and Approval Form and at least two originals of the contract **must** be sent to the Office of Legal Affairs. The Office of Legal Affairs will review the contract for legal issues and forward it to the appropriate AU official for execution, or return the contract to the originator with suggested revisions or questions. When any necessary changes have been made to the contract, the Office of Legal Affairs shall affix a stamp on the final contract near the signature line “Approved, Office of Legal Affairs” with the approving attorney’s initials printed by the stamp. No further changes shall be made to the contract once the stamp has been affixed. Please allow time for the Office of Legal Affairs to review and advise on the contract prior to approval and signature. Consider reaching out to the Office in advance for any assistance or questions.

Signing the Contract. All contracts involving AU must be signed by an AU official with the appropriate signatory authority. The President has the authority to sign all contracts for AU, and the President has delegated that authority in part to various institutional officials. The list of AU officials or departments that have been given signature authority is listed in the **Presidential Delegation of Contract Signatory Authority Memorandum**. For an official copy of the Presidential Delegation of Contract Signatory Authority Memorandum, please contact the Office of Legal Affairs. Any official with signatory authority from the President may **not** further delegate that authority to anyone else without express written authorization from the President. If the appropriate official is unavailable to sign a contract, it must be routed for signature to the President or to another official with signatory authority.

As with all contracts, the AU official who signs the contract has a duty to give due consideration to the meaning of the document, and the risk and benefits it may bring to AU. He or she also has a duty to disclose and manage any conflict of interest. The official who signs the contract must return an original of the signed contract to the Office of Legal Affairs, as the repository for AU’s original signed contracts.

Managing the Contract. The originator of the contract is responsible for managing the contract. This includes ensuring that AU fulfills its obligations, that the other party fulfills its obligations, and that all necessary payments are timely sent or collected as appropriate. This also includes tending to any necessary renewals or amendments to the contract. The Office of Legal Affairs is available to assist with any questions or concerns that may arise in managing the contract.

Responsible Parties. The responsibilities each party has in connection with this policy are:

AU Contact Person for Contract	Has primary responsibility for preliminary review of the contract, conducting necessary due diligence, and obtaining required information. Certifies to his/her best belief that the contract is in AU's best interest, is consistent with AU's mission, and that AU, and other contracting party if a non-profit organization, can meet their respective contractual obligations. Oversees routing the contract and its implementation and management after execution.
AU Finance Division	Reviews all revenue producing contracts.
Division of Information Technology Support and Services	Reviews all contracts that involve information technology
Division of Sponsored Program Administration	Reviews all sponsored research agreements.
Department Chair/Office Head/Center or Institute Director	Reviews and approves contract, representing that the contract is necessary and appropriate to the Department's/Office's/Institute's mission and that such unit can meet its contractual obligations.
Dean/Vice President	Reviews and approves contract, representing that the contract is necessary and appropriate to the School's/AU's mission and that such unit can meet its contractual obligations.
Vice Provost for Instruction Vice President for Enrollment and Student Affairs	Reviews and approves all contracts involving educational agreements with other universities, colleges or schools.

ELECTRONIC SIGNATURES

AU authorizes the use of preapproved electronic signatures, such as DocuSign, on contracts utilized in conjunction with this policy. AU considers an electronic signature to be an electronic or digital signature executed by an individuals with the intent to be bound by, which is unique to the person using it, is capable of verification, and is under the sole control of the signatory. Under Georgia law (O.C.G.A. § 10-12-7 Uniform Electronic Transaction Act), an electronic signature is enforceable and is the legal equivalent of the authorized signer's manual signature.

Electronic signatures that do not incorporate security measures and which are typed, copied, pasted, drawn or embedded as an image into a document are not considered compliant with this policy and will not be recognized by AU as a legitimate, authorized digital signature.

Individuals seeking to utilize an electronic signature must sign documents using software approved by AU. The software must utilize a signatory accounts that authenticate users by password, and produce a time stamp for the digital signatures.

The enforceability, construction, interpretation and validity of an electronic signature by the laws of the State of Georgia and the United States of America.

AU may authorize the use of less formal means of electronic signatures or electronic approvals for internal AU approvals, AU routing form approvals, or for agreements between AU and affiliated AU entities. Use of less formal means of electronic signatures or electronic approvals shall be discussed with the Office of Legal Affairs and must be approved prior to implementation.

FORMS AND RELATED DOCUMENTS

Attachment A: Items To Consider When Drafting A Contract

Attachment B: Due Diligence Considerations

Attachment C: Contract Routing and Approval Form

APPROVED BY:

Executive Vice President for Academic Affairs and Provost, Augusta University

Date: 1/21/2021

President, Augusta University

Date: 1/21/2021

NEGOTIATION AND EXECUTION OF CONTRACTS: ATTACHMENT A

ITEMS TO CONSIDER WHEN DRAFTING A CONTRACT

The Office of Legal Affairs has set out below various items that may arise in contract drafting and negotiation. To discuss these items or other issues, please call us at 706-721-4018.

---Arbitration / Alternative Dispute Resolution

AU should not agree to a clause that provides that any future disputes be resolved through binding arbitration or other form of alternative dispute resolution because AU does not have the authority to limit the type or scope of judicial action that the State of Georgia may bring or the type of relief that the State may seek.

---Assignment

AU generally does not agree to allow the other party to assign its rights under the contract to a third party. We suggest inserting the following language: "This Agreement shall not be assigned by either party without the prior written consent of the parties hereto." Note that in research agreements involving AU Research Institute, Inc., the contract should specifically provide that the parties consent to the subcontracting of the research to AU.

---Attorneys' Fees / Costs

AU should not agree to a provision that awards attorneys' fees and costs to the prevailing party in any dispute arising out of the contract because AU does not have the authority to obligate the State to such future unspecified costs.

---Complete Agreement (or Merger) Clause

The contract should contain a "complete agreement" clause, which incorporates all prior representations made during negotiations into the current contract and provides that the representations set forth in the contract are the only representations that bind the parties. We suggest inserting the following language: "This document contains the complete agreement between AU and [other contracting party], who stipulate that they, including persons acting on their behalf, have made no representations with respect to the subject matter of this Agreement except such representations as are specifically set forth herein and that any other representation not contained in this Agreement is not binding."

---Confidentiality

The other contracting party may attempt to keep information that it provides to AU, and even

the terms and condition of the contract itself, confidential. Generally, AU may agree to use that care which it uses to protect its own confidential information not to disclose to any third party information provided to it by the other contracting party. However, the contract must clearly identify certain specific instances where such an obligation of confidentiality does not apply. One of these instances involves information required to be disclosed by law, regulation or court order, including but not limited to the Georgia Open Records Act, which controls the disclosure of information once such information becomes a state record. If confidentiality is an issue, please contact the Office of Legal Affairs.

---Damages / Limitation of AU's Liability

AU's liability under a contract should be limited to the amount of monies that AU receives from the other contracting party. We suggest inserting the following language: "In no event shall AU be liable for any indirect, consequential, special or incidental damages whatsoever, for losses that may arise out of the performance of this Agreement, whether based in contract, tort (including negligence) or otherwise. Any damages arising under this Agreement for which AU may be liable for any purpose whatsoever shall be limited to the monies actually paid by [other contracting party] to AU."

---Damages / Limitation of Other Contracting Party's Liability

It is generally unacceptable to AU for the other contracting party to limit its liability for breaching the contract, to restrict the remedies or relief that AU may seek in the event of a breach, or to disclaim express and/or implied warranties. If the other contracting party is attempting to limit its liability in these or other ways, please contact the Office of Legal Affairs.

---Delivery / Risk of Loss

If an item is to be delivered to AU, it is preferable that the contract provides that the item be tendered F.O.B. destination point. When so shipped, the risk of loss does not pass to AU until the item is delivered to the pertinent AU facility.

---Effective Date of Contract

Normally, a contract becomes effective when it signed by both parties. In some instances, a contract is worded such that the effective date of the contract is a date before the parties have actually signed the contract. Although this practice should be avoided if possible, if it is essential that the effective date of the contract be before the date that the parties have signed the contract, then the effective date should be referred to "as of" the date in question. Performance should not begin under a contract until the contract has been signed by all parties.

---Governing Law and Venue

The contract should state that: "This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Venue for any action to enforce the terms and conditions of the Agreement shall be in Richmond County, Georgia." If the other contracting party will not agree to the applicability of Georgia law and prefers that the law of another state govern, then the Agreement should remain silent on this issue. Also, AU cannot agree to submit to federal court jurisdiction, regardless of where the federal court is located; doing so may constitute a waiver of Georgia's Eleventh Amendment rights under the U.S. Constitution.

---Indemnification / Hold Harmless / Exculpatory Clause

AU does not have the authority to indemnify or hold harmless parties with whom it contracts and thus cannot agree to any contractual provision that attempts to impose such an obligation or otherwise attempts to limit the liability of the other contracting party. Similarly, AU cannot agree to a provision that exculpates, or excuses, the other contracting party's fault or liability. In addition, if the other contracting party attempts in any way to limit its liability, such as only to acts of "gross" negligence and "willful" misconduct, please contact the Office of Legal Affairs.

---Independent Contractor Status

When AU contracts with outside third parties, the contract should include language that makes clear that the parties are independent contractors. We suggest inserting the following language: "AU and [other contracting party] shall be deemed to be and shall be independent contractors. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other."

---Insurance

For insurance purposes, AU, as a state agency, is covered by Georgia's Department of Administrative Services' State Tort Claims Policy and General Liability Agreement. As such, AU cannot agree to contractual provisions that require AU to purchase private insurance policies, to obtain insurance from a particular carrier or in an amount acceptable to the other party to the contract, or to name the other party to the contract as an insured beneficiary. If the other party wants to reference AU's insurance coverage in the contract, we suggest inserting the following language: "Augusta University faculty members and other employees are covered by a self-insurance fund administered by the Georgia Department of Administrative Services. This coverage has limits of not less than \$1,000,000 per

occurrence and \$3,000,000 aggregate.” You may also provide the other party with a copy of the Department of Administrative Services’ Certificate of Insurance. To obtain a copy of the Certificate of Insurance, please contact the Office of Legal Affairs.

If appropriate, the contract should require the other party to obtain (or maintain) insurance and should specify that the other party provide written proof of insurance, satisfactory to AU, within ten business days of the execution of the contract.

---Intellectual Property / Patent Rights

AU’s claims to intellectual property and patent rights should be protected. If these items are an issue in the contract being negotiated, the Office of Legal Affairs should be contacted.

---Late Payment Fees

AU does not agree to pay a charge or fee for late payment. Accordingly, sections or provisions in a contract that would obligate AU to pay a late fee should be stricken.

---Length of Contract

Ordinarily, AU does not agree to enter into a contract longer than one year in duration. Exceptions to this may exist in certain circumstances, such as if the contract does not obligate AU to pay money and gives AU an unrestricted right to cancel the contract at any time. If you believe that it is necessary to enter into a contract for a period longer than one year, please contact the Office of Legal Affairs. Contracts may also be renewed. See Renewal of Contract below.

---AU is not Contracting Party

AU does not, nor do its schools or departments, have the legal authority to enter into a contract in its own name. AU is a unit of the Board of Regents of the University System of Georgia; the Board of Regents enters into contracts on AU’s behalf. Accordingly, the contract should be drafted for “The Board of Regents of the University System of Georgia on behalf of Augusta University.” In addition, that phrase should be included over the signature line for the appropriate AU official. See Signatory Authority of AU Officials below.

---Non-Discrimination

AU prohibits illegal discrimination and favors a diversified workforce. Accordingly, we suggest inserting the following language: “Neither AU nor [other contracting party] shall discriminate against any person on the basis of age, disability, gender, national origin, race, religion, sexual orientation, or status as a veteran in the performance of this

Agreement.”

---Notice

The contract should contain the full name, title, address and telephone number of a designated contact person for the other contracting party.

---Payment

Particularly if the contract provides that the other party will pay AU, the contract should clearly establish the time, place and method of payment.

---Renewal of Contract

As noted above, contracts are ordinarily limited to a period of one year. Contracts may, however, be renewed. A contract should not automatically renew and it should not renew without AU having to affirmatively indicate in writing its agreement to renew the contract. If you desire to renew a contract beyond its initial term, the following language should be inserted: “This Agreement may be renewed for additional periods of one year each if agreed upon in writing by both parties.” Contracts requiring AU to expend funds may not be renewed unless the necessary funds have been appropriated.

---Severability Clause

A severability clause allows a contract to remain enforceable if one or more of its provisions are found to be invalid. We suggest inserting the following language: “If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this contract, such provision is fully severable and this Agreement must be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this contract. The remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance from this Agreement.”

---Signatory Authority of AU Officials

The President of AU has the authority to sign all contracts for AU, and the President has delegated that authority in part to various AU officials. The Presidential Delegation of Contract Signatory Authority Memorandum is updated periodically by the Office of the President, and can be obtained from the Office of Legal Affairs. The Memorandum describes which officials have been delegated signatory authority by the President to sign which types of contracts.

---Tax-Exempt Status

As a state institution operating under the Board of Regents of the University System of Georgia (itself a public body of the State of Georgia), AU is ordinarily not required to pay income or sales taxes. Accordingly, any section of a contract that provides for taxes to be withheld from payments owed to AU or sales taxes to be added to payments owed by AU should be deleted.

---Templates

Contract templates have been developed for both clinical and non-clinical research agreements. These may be accessed at the Office of Legal Affairs website (<https://www.augusta.edu/services/legal/>). Standardized “form” contracts have been developed for certain relatively routine transactions, such as AU faculty employment contracts; AU house officer notices of appointment; and AU student housing leases (contact the Director of Residence Life).

---Termination

If the contract allows early termination by the other contracting party, the contract should also provide that the other party shall pay all costs accrued by AU as of the date of the termination, including non-cancelable obligations incurred prior to the effective date of termination. In addition, the other party shall repay to AU any monies that it received from AU for any obligations that the other party has not fulfilled at the time of termination.

---Use of AU Name

It is important to prevent the unauthorized use of the AU name. A contract should provide that: “[Other contracting party] shall not use AU’s name in any advertising or publicity material or make any form of representation or statement in relation to the work conducted under the terms of this Agreement that would constitute an express or implied endorsement by AU of any commercial product or service, and that it will not authorize others to do so, without first having obtained written approval from AU.”

---Warranties

AU should not “warrant” or make guarantees in a contract. If this is important to the other contracting party, AU can agree to language that states that AU will use reasonable efforts to perform in accordance with the terms and conditions of the contract.

---"Whereas" Clauses

These clauses generally appear at the beginning of a contract. They often provide background information about the parties and the reason(s) the parties are entering into the contract. Such clauses may aid in establishing the intent of the parties and in interpreting the contract should a disagreement later arise.

NEGOTIATION AND EXECUTION OF CONTRACTS: ATTACHMENT B

DUE DILIGENCE CONSIDERATIONS

When AU enters into a contract, it enters into a relationship with another party that offers potential risks and benefits. All AU personnel involved with a contract should consider the implications of such a relationship before they negotiate, draft, approve, or sign the contract. Such considerations should, at a minimum, include:

- Does a contractual relationship with the other party support the mission of AU?
- What are the potential costs and benefits of the contract? Are such costs and benefit of a one- time or recurring nature?
- Does AU have the ability to fulfill what would be its obligations under the contract?
- Does the other party have the ability to fulfill what would be its obligations under the contract? Has AU contracted with this party before? Have other entities that have previously contracted with this party been contacted?
- Does the individual who will sign the contract on behalf of the other party have the authority to do so?
- What are the consequences for AU and the other party if either failed to fulfill its respective obligations?
- Could another unit within AU or within a AU affiliated entity provide the “to be contracted for” goods or services?
- Will the contract impact other units at AU beyond the unit responsible for managing the contract? If so, have the appropriate personnel at those other units been notified and their views solicited?
- Will the contract impact AU affiliated entities (such as AU Health, Inc., AU Medical Associates)? If so, have the appropriate personnel at those entities been notified and their views solicited?
- How will the contractual relationship appear to the Board of Regents, other State agencies, and the general public?

Attachment C

Augusta University

CONTRACT ROUTING AND APPROVAL FORM

*Please complete this form and obtain all necessary approvals and signatures in boxes 1 – 3. **ATTACH AT LEAST TWO ORIGINAL CONTRACTS** (with all accompanying exhibits, attachments, and all other documents incorporated by reference in the contract) to this completed Form before submitting the package to the Office of Legal Affairs.*

1. GENERAL INFORMATION

Type of Contract / Brief Description:

Other Contracting Party: [name]

Is the Other Contracting Party a nonprofit organization? ____ (yes) ____ (no)

Augusta University Contact Person For Contract:

(Name) (Title) (Phone) (E-mail)

(College/School/Center/Institute/Division) (Department)

2. CERTIFICATION BY RESPONSIBLE AUGUSTA UNIVERSITY PERSONNEL

I have read the attached contract in its entirety. The contract accurately describes the agreement between the parties, including goods and services provided (for example, description of goods, delivery terms, statement of work) and obligations imposed (for example, manner and dates of payment, confidentiality provisions). I believe that the contract is in Augusta University's best interest that the activity is consistent with Augusta University's mission, and that Augusta University can perform its obligations in the contract. I accept responsibility for this contract and for managing it if it is executed.

 (Signature) (Name) (Date)

Approval by Dean/ Vice President/Executive: The attached contract is approved. It is appropriate and necessary to Augusta University's mission and priorities and such entity can furnish the services, materials, and/or funds designated in the contract.

 (Signature) (Name) (Date)

3. ROUTING AND APPROVALS

Review by other Augusta University Departments/Offices/Units (if appropriate): I have reviewed the attached contract and [check one] **Review by Office of Controller (for revenue producing contracts):** have no objections, have certain concerns as set forth here:

 (Name) (Signature) (Title) (Date) (Phone)

Review by SPA (for sponsored agreements): have no objections, have certain concerns [check one] as set forth here:

 (Name) (Signature) (Title) (Date) (Phone)

Review by the ITTSS (for contracts impacting information technology): have no objections, have certain concerns [check one] as set forth here: _____

 (Name) (Signature) (Title) (Date) (Phone)

Review by the Enterprise Privacy Officer (for contracts involving Protected Health Information including business associate agreements): _____

 (Signature) (Title) (Date) (Phone)

Review by _____ [other Augusta University office]: have no objections, have certain concerns [check one] as set forth here:

 (Name) (Signature) (Title) (Date) (Phone)

Attachment C

4. REVIEW BY OFFICE OF LEGAL AFFAIRS (for OLA use only)

Received by OLA: Assigned to _____ on 08/21/2020 Review completed on _____ by _____

WORD Document Requested from Originating Department by OLA: _____

Returned to Originating Dept: _____

Received back from Originating Dept: _____

Original contracts sent to: [] Office of the President, [] Office of the Provost, [] _____ (other) for signature: _____

***PLEASE RETURN ALL SIGNED ORIGINALS TO
THE OFFICE OF LEGAL AFFAIRS.***

“Augusta University signed only” originals returned to Originating Dept. on:

“Signed by both parties” originals returned to OLA on:

Office of Legal Affairs comments:

Office of Legal Affairs	*	1120 15 th St., AA2007	*	Augusta, GA 30912-7615
Phone: (706) 721-4018	*	Fax: (706) 721-8014	*	e-mail: legal@augusta.edu
