

CERTIFICATION

Contract Tracking # _____

Please insert Contract Date, Account No. and Agency if Certification does not appear on reverse side of the Contract Review Form.
 Date _____ Dept Acct. # _____ Agency _____

Topic	Certification <i>[Initials or NA if not applicable]</i>
Understanding of Parties	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 will be provided a copy of Contract Review Form when appropriate. Originating Office _____
Performance	University can perform all of its duties under the contract. No conflict exists between this contract and other known University obligations. Originating Office _____ Contract Office _____
Completeness	University is the contracting party. Beginning date and ending date are included. Payments and payment schedule are specific. Maximum liability is stated if University is procuring services. Originating Office _____
Conflict of Interests	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. Originating Office _____ Contract Office _____
Independent Contractor	If University is procuring personal services, the contractor is an independent contractor, not an employee, under the guidelines stated in Fiscal Policy No. 130 and on the reverse side of the Request for Special Payment Form (T-27). Originating Office _____ Contract Office _____
Biddable Goods & Services	If contract was not procured through Purchasing, goods/services are non-biddable within guidelines stated in Fiscal Policy No. 130. Originating Office _____ Contract Office _____ <p align="center">*****STOP HERE IF CONTRACT IS A UNIVERSITY FORM*****</p>
Prohibited Provisions	<p>All prohibited provisions have been deleted or modified in accordance with Fiscal Policy No. 130. Specifically, the following prohibited provisions have been deleted or acceptably modified:</p> <p align="center"> Governing law (choice of law) of another state Jurisdiction and venue in any state or federal court University to indemnify or hold harmless University to purchase insurance Arbitration Multi-year commitment of unencumbered funds </p> Contract Office _____
Audit	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. Contract Office _____
Limitation of Liability	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. Originating Office _____ Contract Office _____