



**CONTRACT AND AGREEMENT APPROVAL FORM**

**Please use this form for general contracts, involving goods, services, and vendors.** This form should be completed and attached to the proposed contracts/agreements prior to submitting to the University Counsel. Please return the draft contract and routing form to the Office of the President-University Counsel; Hill Hall Building, P.O. Box 20449, Savannah, GA 31404.

In initiating and/or signing this contract, the SSU employee and Department Head certifies that this agreement will not be in violation of the Conflict of Interest laws, rules, regulations, and/or policies and procedures as defined by the Official Code of Georgia Annotated 45-10-22 et. seq. and Board of Regents 8.2.13.2. and 3.4.4.

Contract Summary (Please attach SSU Contract/Consultant Agreement form to this document):

1. Contract/Agreement between the Board of Regents of the University System of Georgia by and on behalf of Savannah State University and \_\_\_\_\_
2. Dates of Contract: from \_\_\_\_\_ to \_\_\_\_\_
3. Amount \$ \_\_\_\_\_
4. Initiator \_\_\_\_\_ Phone# \_\_\_\_\_ Date \_\_\_\_\_
5. Project Number \_\_\_\_\_ 6. Initiator's email \_\_\_\_\_
7. Department \_\_\_\_\_
8. Attach Contract:

All contracts and agreements involving Savannah State University as a provider or receiver of services or products must be approved (as indicated by signature on this form) by the following University representatives in the order given below. Contracts and agreements which do not have the appropriate signatures shall not be considered valid and shall not be honored by the University.

9. I certify that this contract/agreement is appropriate and necessary to the department's mission and priorities and that the department can furnish the services, materials, and funds in the contract/agreement.

Budget Unit head or Project Manager (Print Name)	Signature/Date
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Budget Unit Head Supervisor and/or Dean (Print Name)	Signature/Date
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10. I certify that the contract agreement is appropriate and necessary to the college's mission and priorities and the college or school can furnish the services, materials, and funds designed in the contract/agreement.

Grants Management	Signature/Date
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Provost/VP for Academic Affairs	Signature/Date
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Chief Information Officer	Signature/Date
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Director for Title III	Signature/Date
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University Counsel	
University Counsel (Print Name)	

Comments:	
VP for Business & Financial Affairs University	Signature/Date

President or Designee	Signature/Date
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University President or Proxy (Print name)	
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# SAVANNAH STATE UNIVERSITY

## CONTRACTS REVIEW CHECKLIST

**Overview:** Savannah State University engages in various transactions for goods and services throughout the calendar year. The below Contract Review Checklist will serve as a tool to guide individuals requesting a contract.

The individual employee at SSU requesting the contract, also known as the Contract Owner or Contract Manager (CM), is responsible for the oversight and responsibility for initiating the Procurement and performance by the University of its obligations under the contract.

### **Steps for the Contract Manager (CM) to complete when requesting a campus contract:**

1. Complete the information on page 1, including your name and contact information.
2. Complete Section 1 of the Contract Checklist- the Basic Information section by reviewing each question, answering in the column box to the right, and then adding your initial in the column box to the far right. If you have questions about the contract you are requesting or are unsure how to answer the basic information, please get in touch with Legal Affairs and Business & Finance in advance to assist you.
3. Payment terms on the contract should reflect that SSU will process payment 30 days after goods or services are rendered and invoice is received (whichever is the latter). To ensure that deadline is met, the CM should ensure the Supplier/Vendor is active in the SSU vendor network. SSU participates in the University System of Georgia Shared Services Center (SSC) for the addition/amendment of each vendor. To remain active, all vendors must have completed business with the University within the last 12 months. Vendors must complete the necessary paperwork to be added or re-added into our system before a requisition can be created and payment can be processed. It takes 14 business days to add or amend a supplier. This timeline is extended if the paperwork is incomplete or the supplier does not respond promptly to SSC's inquiries. If the CM requests a new vendor, submit the new supplier information forms, including the W-9 form, to [vendorregistration@savannahstate.edu](mailto:vendorregistration@savannahstate.edu). This email should be encrypted if personal identifying information (such as a social security number or bank account number) is listed on the forms. The CM is responsible to ensure the vendor timely submits a complete vendor form information packet. It is highly recommended that these forms be submitted as soon as a possible but at a minimum be submitted prior to the first signature on the contract through the routing process.
4. If the contract requires the University to allow access, share or store employee or student data, Information Technology must review and agree to the agreement for cyber-security purposes.
5. To expedite your contract through the review process, the CM can review Step 2 of the contract checklist for helpful information that would prevent the institution from lawfully entering into the contract. This step is not required but is recommended.
6. Submit the Contract Review Checklist with the minimum of section one completed and the requested contract through the contract routing process. Contracts begin with the supervisor and area Vice President of the CM completing the request, then should be routed to the following location on the contract routing form. Please note that legal affairs should be routed to [contracts@savannahstate.edu](mailto:contracts@savannahstate.edu).

The CM will oversee and take responsibility for initiating the Procurement and performance by the University of its obligations under the contract. The CM should be a staff or faculty member closely associated with the University project and relevant contract, with the appropriate skill and experience to carry out the contract management responsibilities.

### **Steps after the contract are signed by all parties:**

1. The CM should retain a copy of the contract for their records. The CM should forward an original to both the SSU Procurement Office and the other party.
2. The CM should create a requisition and attach the signed contract. Ensure the other party is selected as the supplier on the requisition.
3. Once Procurement has completed the Purchase Order, the CM should notify the vendor that the goods or services can be rendered. PAY CLOSE ATTENTION TO CONTRACT DATES.
4. The CM should obtain an invoice after the goods or services are delivered/rendered in full. Submit this invoice and a check request form to [Accountspayable@Savannahstate.edu](mailto:Accountspayable@Savannahstate.edu) referencing the purchase order number and authorizing payment.
5. The CM should notify Procurement Services and Legal Affairs of any failure by the contractor/vendor to comply with the contract's terms and conditions, specifications, or Statement of Work.



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

## SECTION 1- BASIC CONTRACT CONTENT

CHECKLIST	COMPLETE REQUESTED INFORMATION	INITIAL WHEN COMPLETED
<p>I understand that it takes a minimum of 10 business days for a contract to route through the normal University approval process, I also understand, although I am the “owner” or “initiator” of a contract, that I cannot authorize a vendor to complete the request for goods or services until/after the contract has been signed by all parties.</p>	<p>Supplier # _____            If the supplier is not active in the SSU vendor database, submit the required documentation to request the supplier be added or activated via the email vendorregistration@savannahstate.edu. It takes a minimum of 14 business days to add a vendor.</p>	
<p>The budget manager has confirmed that the funds are available and can be spent for this purpose.</p>	<p>Charged to Fund _____            Dept. # _____</p>	
<p>If this item is purchased for a grant, I have received approval from the PI and the Business &amp; Finance representative to charge this contract to the grant.</p>	<p>Grant or Project # _____</p>	
<p>Does the contract include payment for services? If so, contract manager must obtain from contractor a signed and notarized affidavit of compliance with the federal work authorization program requirements (also known as E-Verify), at <a href="http://www.uscis.gov">http://www.uscis.gov</a> or in the alternative, a signed and notarized affidavit of exemption from the requirements. If not, do not proceed with the contract.</p> <p><b><i>NOTE: Federal Work Authorization Numbers and Federal Tax Identification Numbers are not the same.</i></b></p>	<p>Is this contract for Services?  <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/></p> <p>If Yes, provide here company's Everify #            _____</p>	
<p>Have you read the entire contract and does it meet your needs?            All contracts should be in the best business interest of the University and meet your departmental needs. The University has a fundamental responsibility to be effective stewards of taxpayer dollars.</p>	<p>Is this contract in the best interest of the University and does it meet the overall needs?  <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/></p>	
<p>Are there any potential conflicts of interest, either through personal, family, or business relationships between the parties to the contract, or between the university department being represented and the outside party?</p>	<p><input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes, I have notified Procurement, Legal &amp; VP of Business &amp; Finance and have permission to proceed.</b></p>	



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

<p>Does the contract identify all parties? <i>Note: University should be identified by its full legal name, "The Board of Regents of the University System of Georgia, by and on behalf of Savannah State University."</i></p>	<input type="checkbox"/> No - Review and edit the contract  <input type="checkbox"/> Yes	
<p>Does the contract provide for payment by the University at least thirty days after receipt of a proper invoice and the goods or services have been rendered (whichever is latter)?</p>	<input type="checkbox"/> No - Review & Edit the contract  <input type="checkbox"/> Yes - Proceed	
<p>Is insurance required by the contract, and if so, is the vendors' Insurance Certificate part of the contract?</p>	<input type="checkbox"/> No – Ensure whether the Insurance Certificate is required and attach it to the contract.  <input type="checkbox"/> Yes - Proceed	
<p>Should the University require adherence to a Covid Protocol as a part of the contract?</p>	<input type="checkbox"/> No – Review the University Covid Protocol and as applicable, notify the vendor of the requirements and attach it to the contract.  <input type="checkbox"/> Yes - Proceed	
<p>Does the contract contain "hold harmless" or indemnification clauses in favor of the vendor?</p>	<input type="checkbox"/> No - Proceed  <input type="checkbox"/> Yes - Then language must be deleted. <i>(Example of prohibited language---"The University shall defend, indemnify, and hold the vendor harmless against any expense, judgment or loss which results from the University's actions under the contract.")</i>	
<p>Does the contract contain language that would make it subject to the courts of another state?</p>	<input type="checkbox"/> No - Proceed  <input type="checkbox"/> Yes - Then language should be revised to reflect that any terms of the contract are subject to the laws of the State of Georgia.	
<p>Does the contract provide for the University to pay attorney fees, court costs, or any litigation expenses of other parties if there is a dispute?</p>	<input type="checkbox"/> No - Proceed  <input type="checkbox"/> Yes - Delete this language.	
<p>Will SSU transmit/store any data with the supplier under this agreement?</p>	<input type="checkbox"/> No - Proceed	



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

	<input type="checkbox"/> <b>Yes</b> – Contract must be reviewed and approved by IT PRIOR to legal and VPBF and contract must request cybersecurity insurance.	
Is the data classified as protected (e.g. PII, PHI, financial, educational)?	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b>	
Please specify the data security risk category for this supplier:	<input type="checkbox"/> <b>None</b> <input type="checkbox"/> <b>Low</b> <input type="checkbox"/> <b>Moderate</b> <input type="checkbox"/> <b>High</b>	
Does this contract provide mission-critical systems, products, or services?	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b>	
Does the contract contain language stating that the University is responsible for payment of any taxes?	<input type="checkbox"/> <b>No - Proceed</b> <input type="checkbox"/> <b>Yes</b> – Delete. Due to the University being a state entity, it is exempt from the payment of taxes.	
Does the contract specify that the contract is confidential?	<input type="checkbox"/> <b>No - Proceed</b> <input type="checkbox"/> <b>Yes</b> - Delete this language or revise to state that the vendor acknowledges that the Georgia Open Records Act governs the disclosure of any terms of the contract.	



**SAVANNAH STATE UNIVERSITY  
CONTRACTS REVIEW CHECKLIST**

**Section 2 PRE-REVIEW OF LEGAL FORM**

CHECKLIST	COMPLETE REQUESTED INFORMATION	INITIAL WHEN COMPLETED
Does the contract require binding arbitration or mediation?	<input type="checkbox"/> <b>No</b> - Proceed <input type="checkbox"/> <b>Yes</b> - Delete this language	
Does the contract seek to limit the vendor's liability and the University's scope of recovery?	<input type="checkbox"/> <b>No</b> - Proceed <input type="checkbox"/> <b>Yes</b> - Then following language must be included: <i>"However, the provisions of this paragraph shall not apply to claims for bodily injury (including but not limited to death), personal injury, property damage, or any other claim which may be subject to the Georgia Tort Claims Act O.C.G.A., section 50-21-20, et seq. Further, the provisions of this paragraph shall not operate or be construed to expose the University to any liability in excess of any other liability limit applicable to the State of Georgia pursuant to any federal, state, or local law, rule or regulation."</i>	
Does the contract subject the University to tort liability or otherwise waive the state's sovereign immunity?	<input type="checkbox"/> <b>No</b> - Proceed <input type="checkbox"/> <b>Yes</b> - The language must be deleted. <i>(Example of prohibited language—"The University assumes all risk of loss for any damages that arise under this contract.")</i>	
Does the contract provide for personal liability of the University's signatories or any other parties?	<input type="checkbox"/> <b>No</b> - Proceed <input type="checkbox"/> <b>Yes</b> - The language must be deleted.	
Does the contract provide for a limitation of damages to be paid by the University?	<input type="checkbox"/> <b>No</b> - Proceed <input type="checkbox"/> <b>Yes</b> - Then include the following: <i>"In no event shall the University be liable for any indirect, consequential, special or incidental damages whatsoever, for losses that may arise out of the performance of this contract/agreement. Any damages arising under this contract/agreement</i>	



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

	<p><i>for which the University may be liable shall be limited to the monies actually paid by the other contracting party to the University."</i></p>	
<p>Does the contract require the University to obtain general liability insurance or a bond?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Then delete the language &amp; replace with the following: <i>"The University is self-insured and will be responsible for its own negligence in accordance with the Georgia Tort Claims Act to the limits set by law."</i></p>	
<p>Does the contract allow the vendor to unilaterally terminate the contract for cause or convenience?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Then language should be modified to reflect that either party may terminate for cause or convenience. However, if termination for convenience will cause hardship to the University, a minimum of ninety (90) days advance notice is required.</p>	
<p>In the event of premature termination of the contract by the vendor, does the contract allow the vendor to receive full payment?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> - Delete language, or language should be changed to read that the University will reimburse the vendor for reasonable costs incurred prior to the date of termination.</p>	
<p>Does the contract contain a survival clause? Example: Termination of this contract by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination.</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Ensure that the language is acceptable to the University.</p>	
<p>Does the contract state a specified time period within which the University must file a legal claim or sue for breach of contract?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Delete the language because any legal action must be taken within the period authorized under the laws of the State of Georgia following the discovery by the party bringing the action of the event giving rise to the action.</p>	
<p>Does the contract allow modifications to be made by any means other than</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p>	



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

<p>by mutual written agreement of authorized signatories of either party?</p>	<p><input type="checkbox"/> <b>Yes</b> – Language should be revised to reflect that any terms of the contract may only be modified upon written agreement of both parties.</p>	
<p>Does the contract state that any statements made by any University employee in connection with the contract are binding on the University?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Then the contract should be revised to read that the University shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing. The contract may only be modified by written mutual agreement of both parties.</p>	
<p>Does the contract allow the vendor to use the University’s name in any advertising, endorsement or promotion?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – The vendor may not use the name or any logos or trademarks of the University or any other entity in the University System of Georgia in any campaign or advertising, or in any commercial or promotional manner, without the express written consent of the University. Contact the VP for Business and Finance and the University Attorney to discuss obtaining written consent.</p>	
<p>Does the contract permit the vendor to assign the contract to a third party without the University’s consent?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Revise to read that the contract shall not be assigned by either party without the prior written consent of the other party.</p>	
<p>Does the contract contain language for assessment of late penalty payments or finance charges against the University?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – Delete the language.</p>	
<p>Does the contract incorporate other documents or information by reference or refer to information that is not specifically detailed in the contract?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p> <p><input type="checkbox"/> <b>Yes</b> – request a copy of the document or information, review it against this checklist, modify as needed, and designate as an attachment to the contract.</p>	
<p>Does the contract reference multi-year terms or automatic renewals?</p>	<p><input type="checkbox"/> <b>No</b> - Proceed</p>	





# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

	<input type="checkbox"/> <b>Yes</b> – delete language and insert “The University shall have the option in its sole discretion to renew this contract annually upon the same terms and conditions for additional periods of up to one fiscal year.”	
Does the contract require vendor employees to work on campus on a regular basis?	<input type="checkbox"/> <b>No</b> - Proceed  <input type="checkbox"/> <b>Yes</b> – Then the following language should be included: <i>“Should a vendor’s employees require regular interaction with students, employees, monies sensitive/confidential data, or facilities, or if the institution determines that the scope of work being performed by a vendor’s employee is such that a background check should be required, the vendor must conduct, and retain the results of, appropriate background checks for all such vendor employees. The University reserves the right to require additional background checks be made on any of Consultant’s officers, agents, employees assigned to have access to University’s premises. Vendor agrees to indemnify the Institution against the actions of vendor’s employees as a result of this requirement.”</i> <i>[Background Checks of Supplier Employees (BPM 3.1.3) updated November 2020]</i> Examples of services could include outsourced bookstore operations, food services, maintenance, custodial workers, and summer camp services and call centers that involve access to confidential data.	
Does the contract involve personal data, international students, foreign travel/interaction, software, PCI language? <i>[Most contracts will require this as of May 2018.]</i>	<input type="checkbox"/> <b>No</b> - Proceed  <input type="checkbox"/> <b>Yes</b> – The following language should be included: <i>“Vendor/Consultant agrees that it shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and the European Union General Data Protection Regulation 2016/679 (GDPR).”</i>	



# SAVANNAH STATE UNIVERSITY CONTRACTS REVIEW CHECKLIST

**NOTE:** *In personal service contracts, when there is intent of the state agency to reimburse the contractor for travel expenses as part of the compensation for services, Georgia statewide accounting policies require there to be a provision in the contract that establishes the rates for reimbursement*