



Syracuse University
Contract Review Procedure Guide

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University Contracts - Where to Start

The University's contract process is supported by the Cobblestone Contract Management software. This standalone system serves as the central repository for all University contracts and provides built-in workflows aligned with current contract policies and procedures. These workflows ensure that contracts are routed to the appropriate reviewers and approvers for timely and accurate processing. Internal departmental procedures are not incorporated into the Cobblestone system. Departments should continue to obtain all necessary internal approvals, including those from the Division Head and Budget Director/Manager before entering a contract into the system. Training materials on how to use Cobblestone can be found [Group-Syracuse University Contract System - Home](#).

For purposes of this Guide, the following terms are used throughout:

- The term “contract” means any agreement or other negotiable document covering a relationship and/or the mutual exchange of promises. A more detailed definition of the term is included under the FAQs in Appendix A.
- The term “contractor” means the outside (non-university) party to a contract, including but not limited to suppliers, vendors, sellers, affiliates, collaborators, and similar parties.
- The term “responsible university office” means the school, division, department or office from which a desired transaction or contract originates. This office typically is responsible for the business terms of the contract, communicates with the contractor, and has the ongoing obligation to monitor the terms of the contract after it has been executed.
- “OUC” is an acronym for the Office of University Counsel.
- “Procurement” references the Procurement and Supplier Payment Department.
- “Risk Management” references the Office of Institutional Risk Management.

University contracts and transactions can be initiated in a variety of ways, but there are two main contract initiation areas within the University: initiation through Procurement, and initiation through specific university offices. Instructions on how to engage these offices are outlined in the following sections of this Guide. In all cases, use of approved University templates is strongly encouraged.

Initiation Through Procurement: The Procurement and Supplier Payment Department serves as the University's central authority for acquiring, negotiating, and contracting operational goods and services valued at \$10,000 or more. This includes—but is not limited to—the following categories:

- | | |
|--|---|
| • Amendments to existing procurement contracts | • Outside Consultants |
| • Rental vehicles/Bus Charters/Limousine Service/Shuttle | • Furnishings and fixtures |
| | • Paper - Copy/Industrial/Printing/Fine |

- Recreation Supplies, Equipment, Sporting Goods
- Construction and renovation services
- Repair services
- Research related to goods and services.
- Shipping services
- Supplies (office, lab, scientific, computer, operations, athletics, etc.)
- Transportation
- Vehicle purchase, lease, maintenance
- Technology, software, and hardware

The Procurement and Supplier Payment Department is the primary contact for the acquisition of operational goods and services for University purposes. The Procurement and Supplier Payment Department is established to secure goods and services in a manner that is cost effective and efficient, compliant with applicable law, and leads all formal solicitations, RFI, RFQ, RFP (request for information, quotes or proposals) where required or appropriate. In addition to the procurement of goods and services that meet requested specifications on behalf of the University, Procurement also focuses on:

- Negotiate contracts with preferred suppliers for items and services at cost-effective prices, securing terms to ensure high quality goods and services are delivered on schedule and within the defined budget.
- Manage the University's systems and tools for the procurement of goods and services, including ePro, Purchase Orders, and use of P-Cards.
- Lead the Competitive Solicitation Process (RFI, RFQ, RFP) when required for a purchase, including the comprehensive analysis and presentation of financials, evaluation of service terms, and facilitation of contract award.
- Ensure all required documentation is thoroughly reviewed to properly register suppliers with the University, enabling timely and accurate payment. Responsible for issuing Purchase Orders in alignment with University procurement policies.
- Manage supplier performance through supplier scorecards and business reviews.

Contacting Procurement immediately when a need is identified will help ensure that a purchase may be made in accordance with the University's [Purchasing Policy](#) and no contract will be entered processed, or approved unless all steps have been done in accordance with the Policy.

Initiation Through Specific University Offices: Certain specialized transactions are initiated through specific University offices:

- Academic Agreements and Experiential Learning (Academic Affairs)
- Audio and video recordings on campus (Syracuse University Today)
- Entertainment services (for on-campus events) (Student Centers and Programming)
- International affiliations (Syracuse Abroad)
- Patents, technology transfer agreements (Office of Technology Transfer)
- Personnel matters (Human Resources)

- Real estate acquisition, lease of space (internal and external) (Real Estate and Asset Management)
- Sponsored projects/research (Office of Sponsored Projects)
- Student activities (Student Engagement)
- Use of University name or image (Office of Trademark Licensing)

The relevant office should be contacted early before entering a contract into Cobblestone because they have expertise and existing processes in place that could be helpful. Further descriptions of these specialized transactions follow.

Academic Agreements

Any academic agreement, affiliation agreement, internship, memorandum of understanding, etc., or amendment or addendum to such documents, must be sent to the Office of Academic Affairs. Once the initiating unit (a/k/a the “responsible unit”) has completed its review and approved the agreement, contracts then may be submitted for review to Cobblestone under an Academic Affairs contract record. Questions can be submitted to mou@syr.edu

Audio and Video Production Services and Recording Permissions

For production company services or recording permissions, contact Syracuse University Today at sunews@syr.edu.

Entertainment Services (for on campus events)

For on-campus entertainment services (i.e., amusement activities, games) and production companies (i.e., lighting, sound, etc., for staged events). Student Centers and Programming Services (SCPS) coordinates the scheduling, planning, and executing of events held in campus meetings, performance, and event spaces. Please contact SCPS at 315.443.4240. Contracts should be entered into Cobblestone only after any SCPS protocols have been satisfied.

Patents, Technology Transfer

The Office of Technology Transfer oversees all aspects of technology commercialization, including the patent process and negotiating contracts (license agreements and others). They can be reached at 315.443.5196.

Sponsored Projects and Research

The Office of Sponsored Programs (OSP) works collaboratively with principal investigators and their department staff to properly submit research proposals and oversee the administration of grants and contracts throughout the life of a project. OSP also facilitates other non-funded research related contracts, such as nondisclosure agreements (NDA), material transfer agreements (MTA), memorandum of understanding (MOU), and teaming agreements. Please contact OSP at 315.443.2807 or ospoff@syr.edu for more information.

Student Activities

Student Engagement at the University partners with the Office of Student Centers and Programming Services (SCPS) to provide assistance and services for student organizations, sponsored events, and other programs. Recognized Student Organizations must follow the required planning process to host an event or program on the Syracuse University campus. Contact your RSO Consultant if you have questions regarding this process and its programming deadlines at 315.443.2718 or stactivities@syr.edu. Contracts should only be entered into Cobblestone once any Student Engagement and SCPS protocols have been satisfied.

Technology, Hardware, and Software

Information Technology Services (ITS) is charged with reviewing all technology and software related contracts regardless of value. Specifically, ITS must review contracts concerning Information Security, Data Privacy, Accessible Technology, Tech/systems integration, and cloud services, storage, and/or processing. For contracts in excess of \$10,000, ITS will receive the contract through Cobblestone as part of the Procurement team's process. However, under \$10,000, the originator of the request needs to send any contract directly to ITS to begin the review. Technology and software-related contracts should also involve the unit's IT Director or representative. For more information or assistance, please contact IT Contracts at istbocontract@syr.edu.

Use of University Name or Image

Permission is required before using the Syracuse University name or any Syracuse University trademarks or other indicia. Please contact brand@syr.edu or call the Office of Trademark Licensing at 315.443.4534.

Contract Review Steps

Before a contract is submitted for review, **the University responsible unit is required to review the contract carefully and make certain that the document accurately states the agreed upon terms**. It must be approved by the budget director (of the originating University unit). Some contracts will require review by the Office of University Counsel (OUC) or other University offices, depending on the subject matter. The responsible unit should enter the contract into the system, and the workflow will send it to the correct reviewer. The contract, while under review, should not be shared with the other party until all the reviews described in this section have been completed, unless otherwise directed by OUC. Also note that the “contract review process” is the same whether the contract comes from a party outside of the University or is created by the University.

Responsible Unit Review of Contract

Responsible unit review of the contract includes review of the contract by the faculty or staff member of the responsible unit involved in the proposed relationship or transaction, as well as by the budget director of the school or division. Additionally, the dean of the school or college, vice president and/or other appropriate head of the responsible unit should be made aware of the proposed contract at this time and given the opportunity to review and approve the contract so that their support is secured.

It is important that the faculty or staff member of the unit responsible, who is managing the proposed relationship or transaction, read the contract in its entirety and determine that the contract language accurately reflects the expectations of that unit and the University. This school/division review must take place before the contract is entered into Cobblestone. This should be reflected in the information intake within the Cobblestone contract system.

Things a Responsible Unit should consider when reviewing a Contract:

- Is it in the best interest of the University to enter the contract?
- Does the contract meet the University’s mission and programmatic goals?
- Does the contract make business sense?
- Has the dean/vice president/head of unit reviewed the contract and/or its purpose and approved the commitment?
- Has the budget director reviewed the contract and approved the financial/business commitment?
- Are the business and monetary terms, correct? Is the description of services (if any) correct?
- Are the obligations of the University under the terms of the contract understood, and are they correct?
- Are the obligations of the other party set forth, correct?
- Is the term (start and end date; duration) correct?
- Is the contracted party reputable? Does entering into an agreement with this party present a reputational risk for the University?

Collateral Review of the Contract

Depending on the information input into Cobblestone about your contract, it will route the contract through a workflow to ensure proper review/approval by all necessary university offices, according to university policy. It is important that the information entered into Cobblestone is accurate and complete as possible, to ensure that all collateral reviews take place. Failure to provide accurate and complete information can result in delays. Reviewing departments will provide you with important subject matter expertise, feedback, perspective, and guidance.

To set the context for these requirements, we provide a few notes on indemnification and insurance. Indemnification and insurance obligations are required of vendors and service providers who contract with SU because their goods or services could result in bodily injury, or property damage and thus expose the university to loss. The University has drafted and produced standard templates for the engagement and employment of vendors for products and services. In entering any arrangement, the University standard template **MUST** first be introduced to the vendor or party that the University is contracting with. Our standard indemnification language attempts to make vendors and service providers contractually responsible for loss which results from their activities. The types of insurance and limits required are tailored to the activity and the loss severity potential, not the value of the contract.

Where a supplier has accepted our standard template contract which includes our indemnification and insurance language, no risk management review is necessary. Sometimes a supplier may attempt to edit the terms of the standard template that has been presented or introduce their own standard template. Where there is any deviation from our standard template contract involving indemnity, insurance, and/or limitation of liability, or the introduction of alternative language or a contract containing indemnity, insurance, and/or limitation of liability, or if the contract involves minors a risk management review is required.

If a contract has insurance requirements, please answer the contract record intake information accordingly to be sent to risk for review in the cobblestone system. Other risk management issues will be reviewed in coordination with OUC.

Technology, Software, and Hardware related Contracts

If your office is seeking to purchase new technology-related hardware, cloud or SaaS, AI, or software, please consult ITS to confirm that the hardware or software will be compatible with University computer systems. Under the following circumstances, agreements/contracts must be reviewed by Procurement for contracts > 10K and ITS for contracts of any value including non-pecuniary contracts:

- Software License or Use Agreements that are enterprise or University wide or that will be connected to other University systems or those that seek to extend, cancel, or modify existing enterprise-wide agreements.
- Contracts and agreements that have Web components or feature Web services that will provide University data or collect, store, or manage University data particularly

restricted or regulated data (e.g., credit card processing, personally identifiable information collection, protected student information display).

- Nondisclosure (NDA) Agreements that pertain to Information Technology or that involve University IT data, systems applications, or servers.
- Contracts and Agreements with possible IT Security Concerns (those that speak to storing, managing or transmitting regulated or restricted data) [Information Security Policy](#)

Office of General Counsel Review of the Contract

Certain contracts require OUC review. That review is intended to:

- Confirm that the contract is consistent with the law.
- Ensure that important legal terms that protect the University are included.
- Identify any unusual, burdensome, or unanticipated risks.
- Make certain that obligations are clearly stated.
- Assist the Responsible Unit.

Negotiation of Terms

Negotiation is defined as a dialogue between two or more parties, intended to reach an understanding and to resolve points of difference. If the other party disagrees with the University's requested changes or has requested changes of its own, the contract must be negotiated. Purchases of goods and services will require assistance of the Office of Procurement and Supplier Payment in negotiations for purchases of \$10K or larger. All changes made by the University must be forwarded to the other party for its review and comment. **Comments from OUC to the responsible unit should not be shared with the other party.**

- The responsible unit forwards the contract to the other party for its review and informs OUC and other University reviewing offices, as applicable, of the outcome of that review. If the other party provides changes and/or comments to the contract, the contract must be re-submitted to OUC, who will secure further review from other reviewers if needed.
- If the other party involves an attorney in the negotiations, then OUC will negotiate directly with the other party's attorney. In those cases, OUC will settle legal terms for a contract in discussions with the other attorney.
- This review exchange between the University and the other party continues until all terms are acceptable to both the University and the other party.
- Once accepted by both the University and the other party, the contract is ready for final approval and signature by the authorized signatory.

Final Approval

Once there is a version of the contract that both the University and the other party have accepted as final, OUC will approve its workflow task. If no further approvals are needed, then the department will receive a task email from 'contract insights alerting them that their contract has already been sent for review and been approved by the appropriate reviewing parties and can be routed via adobe sign for approval & signature.

Obtain the Other Party's Signature on the Contract

The University responsible team shall set adobe sign up to go to another party first and then authorize signer second.

Reviewer approvals shown in contract record tasks

1. Names and titles of relevant reviewing parties
 - a. Collateral Review Participants: Include any collateral reviewers, as necessary.
 - b. Office of University Counsel: This will be the attorney who reviewed the contract.
 - c. Appropriate Signatory: This will be the person who holds the appropriate signature authority to sign the contract.
2. Any additional action required should be described (notary required, if more than one original signed copy is needed indicate how many, etc.)
3. Whoever enters the contract record will be seen as point of contact for anyone in the approval chain that may have questions or concerns.
4. Adobe sign auto sends fully executed contracts to all parties included in setup.

Route the Contract for Signature

Most contracts are routed for final review and signature via adobe sign or if wet signature is needed then the paper contract must be uploaded back into the original contract record within the contract system so a fully executed contract can always be found.

In general, the order a contract is routed for final review and sign-off should follow the list set forth on the routing/tracking sheet.

Note: The appropriate signatory will not sign the contract if the contract record tasks & emails tab does not show relevant offices sign off. **Remember:** If using adobe sign correctly, other party will receive fully signed contract automatically.

Responsible Unit Monitors the Obligations under the Contract

The responsible unit has an obligation to oversee the performance of the contract and monitor the University's compliance with the terms of the contract. If necessary, it may be helpful to set up a reminder system to effectively manage contract terms, including but not limited to the following:

- Service deadlines/delivery of goods should be set up correctly within the contract system intake information so that it notifies responsible University unit of deadlines.
- Termination date/option to renew should be set up correctly within the contract system intake information so that it notifies responsible University unit of deadlines.
- Payment dates and other obligations (reporting requirements, etc.).

Signature Authority

A contract entered on behalf of the University shall only be signed by an individual with proper signature authority, after the task email notifies the department, the contract is ready to sign. The policy on signature authority can be found here: [Policies - Delegation of Signature Authority](#).

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What is the purpose of this Guide?

This Guide is intended to inform University employees on the appropriate procedures for creating, reviewing, and signing University contracts. The failure to follow this guidance may result in a contract binding the University to unfavorable terms. Once a contract is signed, the University's options for addressing difficult or unfavorable terms in the contract are limited. In addition, if an employee signs a contract without authority, that person could be held personally responsible for the contractual obligations.

What is a contract?

A "contract" is any agreement (whether in writing or oral) between the University (on behalf of any of its offices, divisions, schools, colleges, departments, etc.) and one or more external parties (usually these are contractors of goods or services or entities with which the University seeks to affiliate (referred to in this document generically as a "contractor")) that is intended to create an obligation. There must be an exchange of something of value between the parties or an obligation to take some affirmative action, such as to pay money, perform services, or provide goods. Occasionally, a contract obligates a party not to do something, such as not to disclose information. A contract may also bind a party even if the party is receiving something of value at no charge, such as a license, data use agreement, or a release from liability. A "contract" may be called an "agreement," "terms and conditions," "purchase order," "letter agreement," "subcontract," "sub-award," "sub-grant," "memorandum of understanding," "letter of intent," "letter of understanding," or "Waiver," Or other possible titles. It is the functionality of the document that creates a contract, no matter what its title is. It is also possible that the document may not even have a specific title.

Where do contracts come from?

Many contract documents originate from an external party seeking a business relationship or affiliation with the University. Sometimes the University seeks out a business relationship or an affiliation and has a template created by the University that is ready to be used. Occasionally, a completely new contract needs to be created to fit a particular purpose. The Office of University Counsel will assist with drafting new contracts.

Should a contract be in writing?

Yes, a contract should be in writing. A well-drafted contract will protect the University's interest and reduce the possibility of misunderstandings between the University and the other party. It can also manage expected costs and allocate risks. At a minimum, a contract should always contain the fundamental information necessary to understand the intent of the parties. Such basic information includes the names of the parties, the responsibilities and obligations of each party, the duration of the contract, the terms of payment (if any), the procedures necessary to terminate, and signature lines for execution of the contract by authorized signers of each of the parties.

Verbal Agreements: Can I just "shake on it"?

Verbal agreements (a statement of commitment by a University employee who has or appears to have authority to bind the institution) should be avoided. Although a verbal contract may in certain instances be valid and enforceable, a written contract will help define expectations and prevent misunderstandings.

Can a contract be created by email exchange?

When engaging in e-mail communications regarding a proposed arrangement, individuals should be careful to avoid language that could be read as an immediate commitment. Whether communicating orally or via email, University employees should be clear with the other party that the communications are only negotiations and any resulting agreement between the parties is dependent on the execution of a written contract that satisfies the University's contracting requirements.

Who is the “responsible unit”?

The term “responsible unit” means the school, college, division, or department from which the desired transaction or contract originates. This office is typically responsible for the business terms of the contract, communicates with the contractor, and has ongoing obligations to monitor the terms of the contract after it has been executed.

Do “click-through” contracts need to be reviewed? How are they “clicked” by an authorized signatory of the University?

Yes, online click-through (or “click-wrap”) contracts should be reviewed prior to acceptance. A click-through contract is a form of agreement mostly found on the internet, where the end-user manifests acceptance of the terms and conditions of the contract by clicking an “ok” or “agree” button. Often the terms and conditions of the contract are available through a web link. Prior to accepting the contract terms and conditions send the link or a scan of the complete terms and conditions of the click-through contract to OUC, via legalcontracts@syr.edu. If the contract is for an item that is related to information technology or software, then I T S must also be consulted. The University responsible unit is required to keep copies of all click-through contracts on file.

Who do I contact to get help with contracts?

Budget directors should be able to answer your questions or point you in the right direction, and if you are unsure, start with the Procurement and Supplier Payment Department is responsible for most purchases of operational goods and services and can also assist in redirecting if necessary. You also may contact OUC for assistance by emailing the contracts email inbox at legalcontracts@syr.edu or the Comptroller's Office at comptrol@syr.edu.

How do I process contracts related to sponsored research?

The Office of Sponsored Programs (OSP) is responsible for the handling of research proposals, as well as the preparation, interpretation, negotiation, and execution of agreements on behalf of the University for projects funded by federal and state agencies, foundations, corporations, and other public and private sources. OSP also drafts, negotiates, and executes awards and sub-awards for collaborative research. The processing of research related contracts and sub-awards are jointly coordinated by the OSP and the Procurement Department. Additionally, OSP drafts and negotiates non-funded research related contracts, such as nondisclosure agreements (NDA), material transfer agreements (MTA), memorandum of understanding (MOU), and teaming agreements. If you are a recipient of a sponsored research grant, contract, or research related agreement, please contact your sponsored programs research administrator for further guidance.

Are there any University approved standard contracts that I can use?

The Office of University Counsel, working with various offices, has created standard contract templates to address certain routine contractual transactions. These contract templates are prepared for certain user groups that have demonstrated a recurrent need and are limited to use by that group.

What are the benefits of using a University-approved template?

Using an approved template expedites the contract review and approval process. If the vendor is willing to accept the terms as-is on one of our contract templates, no additional legal review will be required (in most cases).

What is the proper name to use for the University in a contract? Can my school or division be a party to a contract?

All contracts should be in the full legal corporate name of the University (i.e., not the name of the school or division). That name is: **Syracuse University**. If you find that identifying the responsible school or division is necessary, the contracting party may be identified as “Syracuse University on behalf of its School of _____.”

What should I do if a vendor wants to modify the contract after I’ve sent it for approval?

If changes to the contract are requested after it’s been through the contract system for review/approval, it is up to the department to make sure the contract is re-reviewed by the appropriate University office. You can either reach out directly to the University department that should review the change or reach out to Amanda Falter as your contract record can be put into a status of “On Hold” until the extra changes are set and then the reviewing department can put the contract back into “Authorized Signer Review/Approval” status to move forward with university signature.

A contractor sent me a statement of work instead of a contract. What should I do?

In collaboration with Procurement, you should ask the contractor if the University has a signed master agreement with the contractor. If so, also ask for the name of the contractor’s primary contact for that master agreement. Procurement will review the statement of work and assist in making sure that it is processed correctly.

Are there special requirements pertaining to international contracts?

Yes. The Office of International Programs or Procurement must be involved when the other signing party is based outside of the United States.

Are there special requirements pertaining to contracts with foreign (non-U.S.) individuals or entities?

Yes. There are various tax obligations and U.S. and foreign laws that must be considered when hiring a foreign individual/entity to do work, whether in the United States or the individual’s/entity’s home country. Please contact the Office of University Counsel for guidance prior to entering into a contract with a foreign individual/entity.

Are there special contract requirements regarding the use of the University's name and trademarks?

The Office of Trademark Licensing provides guidance on the proper use of the University's name or its trademarks, wordmarks, or other indicia. University offices can seek guidance from the Division of Marketing and Communication when questions arise. When a third party requests use of a University logo, a written contract between the University and the third party must be created. The responsible unit is required to verify the legitimacy of the third party's use of the University's name and marks. They are also responsible for monitoring the permitted use to ensure that it does not exceed the allowed scope of the permission granted as outlined in the University guidelines. In addition, the Division of Marketing and Communication will review and approve the contract through Cobblestone before it is signed.

What is "indemnification"?

Indemnification is an agreement by which an aggrieved or injured party is made "whole" (equal to what they have lost) or by which the party is protected from identified losses. Depending on the subject matter of the contract, different types of indemnification clauses might be appropriate based on the types of loss or damage that could be incurred under the circumstances. Indemnifications are often related to insurance requirements or insurance coverage, and are reviewed by Risk Management and sometimes by OUC.

Where can I learn more about insurance obligations and the University's insurance requirements?

The Office of Institutional Risk Management maintains the University's standard insurance and indemnification requirements. Insurance is required in most contracts with University contractors to ensure that there are funds to cover any losses to the University (such as bodily injury, property damage, or liability exposure) caused by an act or failure to act on the part of that party. The types of insurance and limits required are tailored to activities and consider the severity of the potential loss and not just the value of the contract. Risk Management has prepared Contract Insurance guidelines, available on their website. It sets forth the University's standard insurance requirements for certain types of transactions and services. Notwithstanding the foregoing, Risk Management should always be consulted regarding specific insurance requirements. For any questions regarding indemnifications and insurance, please contact Risk Management at riskadmin@syr.edu

A contractor has requested proof of the University's sales tax-exempt status, where is this?

The University has been granted an exemption from sales tax on qualifying purchases for our educational operations in several U.S. States and the states are listed in MySlice under Employee Resources. Each state determines which goods and/or services are eligible for exemption from taxation. Be sure to determine whether the transaction is exempt from taxation or contact the Procurement and Supplier Payment Department for guidance. Sales tax exemption certificates must be presented to contractors at the time of purchase, and contractors will often request proof of exemption from tax when negotiating contract terms. Procurement can be reached at 315.443.2281.

A contractor has requested a Form W-9 from the University. What is Form W-9, and how do I obtain a copy?

The Form W-9 is the Internal Revenue Service form used to provide the University's taxpayer identification number (TIN). The Form W-9 can be obtained from the Comptroller's Office.

What if a problem arises after a contract is signed?

If the responsible unit enters a contract on behalf of the University, it is the responsible unit's duty to ensure that the University fulfills the obligations under the contract. If the other party fails to fulfill its contractual obligations to the University or if other problems arise, it is the responsible unit's duty to bring this to the attention of the appropriate University officials, including the Office of University Counsel, to ensure that the University's rights are enforced.

A registered student organization wants to enter a contract. What do we do?

The organization should contact [Student Engagement](#) and work with their RSO consultant to help guide them through the process and arrange for signature.

If I am procuring a good or service with a Credit Card and a contract is part of the transaction, does it need to be reviewed? Who signs it?

Any time you engage with a contractor and the contractor requires a contract to be signed, the contract must go through the appropriate review process and be signed by an authorized signatory. Once a contract has been reviewed and signed by both parties, the payment to the third party can be made through an online requisition with Procurement or by P-Card.

What kind of templates are available?

There are numerous pre-approved templates available for use. These include templates for the following:

- Academic Agreements: Articulation, Exchange MOU, General MOU, & MOU Falk
- Athletics Service Provider Agreement
- Consulting Agreement/Services Agreement- Expiration date field is required for this as its part of the template.
- Creative Services Agreement
- In-Person Performance Contract
- In-Person Speaking Engagement
- Photography & Videography services agreement
- Virtual Performance Contract
- Virtual Speaking Engagement

If you believe you may have a need for a new template that is not already available, you can submit a question/request through Cobblestone.

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Addendum

An addendum is a document attached to and executed with the original contract, making it a part of the original contract from the start. It usually contains information or requirements of the parties that are not fully spelled out in the contract. An addendum should not be confused with an amendment (or modification), which is a document that modifies an already signed contract.

Affiliation Agreement

An affiliation agreement is a contract between the University and an entity for purposes of establishing a relationship to provide an educational opportunity for students or academic programs, personnel, or resources for a particular purpose. They may be entered into with other universities and colleges, federal agencies, state entities, school districts, non-profit organizations or other private companies/businesses, both domestic and international. The purpose of affiliation agreements is to memorialize each party's rights and responsibilities with respect to the educational opportunity addressed in the agreement.

Amendment or Modification

An amendment and a modification function the same. It is a modification of the terms of an already accepted (signed) contract. It is a written statement made to add information to or change information in an existing contract. When an amendment is properly signed by representatives of each party to the original contract, it will have the same legal power as, become a part of, or may, in part, supersede terms in, the original contract.

Authorized Signer

A person who has been delegated authority to bind the University by the Board of Trustees, the By-laws, or specific delegation. Only these authorized persons are permitted to sign agreements on behalf of the University. Each Authorized Signer has a specific set of guidelines and limitations on what they can sign. Contracts entered into Cobblestone will automatically route to the appropriate signer. More information on authorized signers can be found [here](#).

Cobblestone

Cobblestone is the University's contract management and repository system. Software designed to automate the contract process, from initial input to contract termination. Cobblestone is equipped with a variety of features to track contract lifecycles, obtain approvals and pre-approved templates.

Confidentiality Agreement

See Non-Disclosure Agreement.

Gift Agreement or Gift Memorandum of Understanding

A formal contract documenting a charitable contribution to the University by a donor. The contract will specify the gift, promise, commitment, and/or undertaking of a donor, and will set forth what restrictions, if any, are placed on the gift. Guidelines related to the content of a gift agreement are outlined in the Gift Acceptance Policy.

Independent Contractor Agreement

Independent contractor agreements (sometimes also known as a Professional Services Agreement) are used when contracting for services with an individual who offers services to the public. It is important to determine an individual's worker classification prior to the commencement of the services and to distinguish between those who will be considered independent contractors and those who will legally be considered an employee. If the University's relationship with the individual satisfies the Internal Revenue Service's requirements and related common law standards for independent contractor status, the services may be contracted for an independent contractor agreement. University offices that engage individuals to provide services must submit the required worker classification documentation for determination of each contractor's status before any services are performed or payment requests are processed.

Information and Technology Services (ITS)

In the contracting process, the department responsible for reviewing contracts related to hardware and software that could be connected to the University's technology ecosystem.

Responsible Unit

The Responsible Unit is University department that is initiating the relationship with the third party and submitting a contract for review.

Lease

A lease is a contract by which an owner of real estate, facilities, or equipment conveys to another the exclusive use of such asset for a specified amount of time in return for a specific amount of rent. The University commonly uses leases for the rental of housing, office space, and the rental of copying machines.

Letter of Intent

While a letter agreement is a legally binding contract, a letter of intent, if drafted properly, may not be binding, in whole or in part. A letter of intent is used to summarize the general plan of a proposed transaction before a binding agreement is finalized. It is seen as an expression of interest on behalf of each party prior to reaching a final agreement.

License

A license is a contract by which an owner gives permission to one another to use something or to allow an activity that would otherwise be forbidden. A common license used by the University is a software license: A software license is a type of license made by the owner of a computer program ("licensor") to another ("licensee") for the use of that computer program. Another common license is a License for the Use of Space: A license for the use of space conveys a different set of rights than what is conveyed by a lease. Whether to use a lease or a license is a question to be answered by the Office of University Counsel.

Master Services Agreement

A master services agreement (also referred to as an "MSA") is a contract between the University and a contractor that specifies most of the legal and business terms of the University's purchase of a set of goods or services from that contractor. The contract is designed to be used repeatedly for the procurement of goods or services over a period using the same legal and

business terms. A separate “statement of work” (commonly referred to as an “SOW”) may be executed for each order under the master agreement and includes the quantity/type of work as well as the pricing. All MSAs for goods and services must have terms and content review and approved by Procurement in advance of execution.

Memorandum of Understanding

A memorandum of understanding (sometimes known as an “MOU”) may or may not actually be a legally binding contract. Similar to a letter of intent, an MOU, often referred to a “General MOU,” may operate as a statement of intent that is used to set forth the basic and general principles and guidelines under which the parties involved will work together to accomplish a shared goal, but that does not involve the exchange of money or a reliance of one party on the actions of the other that could result in a loss if not performed. Some MOUs have more binding obligations. It is important to note that if an MOU includes definite terms (such as the exchange of money or obligations) that meet the description of a “contract,” it will be treated as a legally binding document no matter what it is called and must follow the review process.

Non-Disclosure Agreement

A non-disclosure agreement (sometimes also known as an “NDA” or “confidentiality agreement”) requires the parties to the agreement to keep certain information disclosed between them confidential. Such agreements are commonly used by parties in conjunction with other types of contracts.

Office of University Counsel

In the contracting process, the Office of University Counsel (“OUC”) is responsible for reviewing agreements to ensure that the University’s legal interests are properly served. The OUC is also responsible for creating and/or approving an University approved forms and templates.

Procurement

In the contracting process, the Procurement and Supplier Payment Department (referred to herein as “Procure”) is responsible for buying and contracting for operational goods and services used by the University for transactions valued at \$10,000 or greater.

Purchase Order

A purchase order (sometimes known as a “PO”) is one of the simplest forms of a contract. It is formed through the acts of offer and acceptance. The PO is a written authorization from the University requesting a contractor to provide goods or services. It contains terms and conditions that will govern the purchase and acts as an offer from the University to purchase the requested items. When a contractor accepts a PO, a contract is created. A contractor accepts the PO by delivering the requested items. Once received by the University, the contractor can expect payment in return for the delivered items.

Research Agreement

A research agreement is commonly used to fund corporate sponsored research projects at the University. It contains terms and conditions that are specific to performing research in a higher education setting and pays specific attention to such items as academic freedom, publication of research results, and ownership of intellectual property. Faculty and program directors should not negotiate any of these terms or make any commitments on behalf of the University.

OSP will conduct the agreement negotiations with the active engagement of the faculty or staff and project directors. For further assistance, contact your OSP research administrator.

Risk Management

In the contracting process, The Office of Institutional Risk Management (referred to herein as “Risk Management”) is the department responsible for ensuring that the University is not exposed to any undue or unnecessary risk and for assessing all insurance related needs and requirement.

Statement of Work

A statement of work (also called an “SOW”, “order” or a “task order”) is a formal document that details the work, deliverables, locations, timelines, pricing, and other requirements of a contractor in performing specific work. In most cases, a statement of work is accompanied by a separate (master) agreement or other governing document that contains the legal terms as well as other business terms that will govern the transaction. A statement of work should not be confused with a Scope of Work, which is only a description of work to be done without timelines, pricing, or other details of a statement of work.

Appendix C: Important Data Field Questions in Cobblestone

Not all contract records will have the same questions

- Contract Amount- Pushes budget/financials workflow (Amount should be full contract total not just annual/monthly payment)
- Does this individual currently work for the University? If yes then this should not be a contract, and a RAP should be done for the individual.
- An Academic Component?
- Does this contract involve a foreign entity or person as a party? <-If YES then contract is sent to Compliance (kjoa01@syr.edu)
- Does this contract involve development of creative materials or content? <-If YES then contract is sent to Legal (legalcontracts@syr.edu)
- Does this contract involve Information or Communications Technology Software or SaaS or AI data or information in electronic form? <- If YES then contract is sent to ITS (itsbocontract@syr.edu)
- Does this contract involve any University insurance obligations? <-If YES then this will be sent to RISK Management (Isaiah Lopez ilopez11@syr.edu)
- Any high risks or unusual activities? If yes, please describe. <-If YES then this will be sent to RISK Management (Isaiah Lopez ilopez11@syr.edu)
- Will this be on a University template? <-If NO then this will be sent to RISK Management (Isaiah Lopez ilopez11@syr.edu)
- Will there be any changes to the University template insurance terms? <-If YES then this will be sent to RISK Management (Isaiah Lopez ilopez11@syr.edu)
- Does this event involve minors or children? <-If YES then this will be sent to Risk Management (Isaiah Lopez ilopez11@syr.edu)
- Does this contract involve a lease purchase or sale of Real Estate? <- If YES then contract is sent to Real estate (realestate@syr.edu)
- Is this a research related consultant that is paid for by a sponsored project? <- If YES then contract is sent to Stu Taub(staub@syr.edu)
- Is this being catered by a non-SU vendor on or off campus? <- If YES then contract is sent to Tara Venditti & Steph Gould in catering.
- In the Budget/financials field group
 - ❖ Fund 11 Sent to Budget if over 50K.
 - ❖ Fund 14 Sent to Budget if over 50K.
 - ❖ Fund 13 Contract sent to Toni/Liz in sponsored for review/approval.
 - ❖ Fund 15 Contract sent to Margaret, Patrick, Virginia in Restricted
 - ❖ Fund 16 Contract sent to Margaret, Patrick, Virginia in Restricted

Appendix D : Non-Procurement contract records :

- Creative Services Agreement - When the university hires a contractor or vendor to create copyrightable work—such as murals, music, videos, websites, logos, or other marketing content—Legal must review the contract to ensure it includes work-for-hire or other necessary language to transfer ownership of the final product to the university.
- Game contracts - Used by Athletics
- Reservations/registrations: Conferences, Hotels, Luncheons
- Photography & Videography services agreement
- Performance Agreement - Its purpose is to provide legal clarity by defining terms for performance, compensation, timelines, equipment, and cancellation policies, thereby preventing disputes, protecting intellectual property, and laying groundwork for a smooth and successful event or project.
- Speaker Agreement - A speaker agreement is a contract that clearly defines the expectations, responsibilities, and compensation for both the event host and the speaker, providing a legal foundation and protecting both parties' interests by outlining the presentation's specifics, payment terms, cancellation policies, and intellectual property rights, thereby reducing misunderstandings and potential disputes.
- Virtual Performance Contract -A virtual performance contract is a legally binding agreement that clearly defines the terms, expectations, and obligations for a performance conducted virtually. These contracts are used for remote engagements involving a variety of professionals, from musical artists to virtual assistants, and are crucial for protecting both the performer and the client.
- Virtual Speaking Engagement - A virtual speaking contract is a formal agreement outlining the professional terms between a host and a speaker for an online event, covering details like fees, date, time, platform, and intellectual property rights. Essential clauses include speaker deliverables, technical requirements, cancellation policies, content ownership, and marketing permissions. Both speakers and hosts benefit from having a contract to protect their interests, ensuring clear expectations, and mitigating potential disputes regarding intellectual property, fees, and event coordination.
- Athletics Service Provider Agreement
- Liquor License agreement - Used by Catering
- Property Purchases - Contracts related to real estate transactions, including, without limitation, leasing agreements.
- Rental Agreements - A rental agreement is a broad term for a contract, either written or oral, in which a property owner (landlord) gives a person (tenant) temporary possession and use of a property.
- Advertising Services
- Subscriptions - periodicals, newspapers(non-software/data)
- HR Contracts (search firms, benefits, other consultants)-Contracts relating to an individual's employment at Syracuse University, consultant agreements relating to Human Resources activity, and contracts relating to benefits and benefit plans.