SAVANNAH STATE UNIVERSITY

CONTRACT OWNER'S (ADMINISTRATOR) CERTIFICATION

It is recommended that the requesting department (University official executing the contract) complete (initial) each item in the certification. The Office of Legal Affairs (OLA) is ready to help you, so feel free to contact us with any questions. Failure to read the contract and certify its contents as complete will be returned to the contract owner without legal approval.

1. **Contracting Party**

The names of the contracting parties are "**The Board of Regents of the University System of Georgia by and on behalf of Savannah State University**" and _____.
All necessary exhibits and appendices are attached to the contract.

Initial: _____

2. **Name, Address, Contact Person**

The full name, address, legal status (i.e., corporation, partnership, etc.) contact person, and execution authority of the representative of the other party are included.

Initial: _____

3. **Understanding**

The written contract matches the verbal understanding of all parties. All terms and conditions conform with the final negotiations/agreement of the parties. No supplementary verbal or written agreements were made.

Initial: _____

4. **Competition/Conflicts with Existing Contracts/ Compliance**

The contract does not conflict with any other contracts, promises, obligations, or the mission of the University. The requesting department verifies the University can comply with all terms and conditions and that those carrying the contract can meet the terms of the contract (e.g., the work can be completed, it can be completed according to any time limits provided in the contract, we will be able to hire the personnel specified in the contract, etc.).

Initial: _____

5. **Conflicts of Interest**

The other party is not a public official or an employee of the University, the Board of Regents, or another University System institution. The other party is not an entity in which an SSU employee or a member of SSU's employee's family is sole proprietor, partner, or owns 25% or more of the stock or assets.

Initial: _____

6. **Insurance/Warranties/Guarantees**

The Office of Legal Affairs must approve any insurance clauses. Warranties or guarantees from the other party give satisfactory protection.

Initial: _____

7. **Governing Law Jurisdiction**

The contract does not permit any legal action to be taken in any other state or country or apply the law of another state or country. The laws of the State of Georgia apply to the contract.

Initial: _____

8. **University Logo**

If the contract allows the other party to use the University's name, logo, or other trademark associated with Savannah State University, the use has been approved by the appropriate University official.

Initial: _____

9. **Confidentiality Agreements**

All nondisclosure or confidentiality provisions must be approved by the Office of Legal Affairs.

Initial: _____

10. **Signature Authority**

The person signing the contract on behalf of the University is authorized to do so, and their name is typed on the contract.

Initial: _____

11. **Total Cost Involved**

The contract involves $_____.

Check one:

☐ To University

☐ From University

Initial: _____

12. **Default**

The contract provides for events of default for each party. The events of default are described with clarity and specificity. There are provisions for notification of default and a method to cure any default by the University.

Initial: _____

13. Termination Clause

The contract includes a termination clause that provides the University with a way legally to end the contract earlier than the specified date and set out acceptable terms for such termination. If the contract includes a termination clause for the other party, the terms are acceptable to the University.

Initial: _____

14. Authorization

Commitments have been obtained from the proper administrators for all resources to be provided by the University.

Initial: _____

15. Payment

The Universities payment schedule is "Net 30 days". All University funds committed by this agreement are to be paid in the current fiscal year or are on hand and may be committed for payments in future fiscal years.

Initial: _____

16. Prohibited Provisions

Any of the following must be reviewed by the Office of Legal Affairs. Please place a checkmark if the provision appears in the contract.

☐ ***Indemnification***

The University may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, or losses incurred by that party in connection with the contract.

☐ ***Liability Limitations/Waiver of Claims***

The contract does not limit the other party's liability or waive claims.

☐ ***Statute of Limitations***

The contract does not attempt to limit the time frame in which the University can file a lawsuit.

☐ ***Term of Contract***

Starting and ending dates of the contract are included and clearly defined.

☐ ***Automatic Renewal***

The contract does not provide for automatic renewal.

☐ ***Defense of Suit***

Contract does not provide for anyone other than the Georgia Attorney General to represent or defend University in a legal action and does not allow the other party to control the defense of any legal action.

☐ ***Waiver of Jury Trial***

The contract does not waive the right to a trial by jury.

☐ ***Confidentiality***

The contract does not provide that its terms are confidential.

☐ ***Interest, Penalties, Late Fees***

The contract does not provide for payment of interest, penalties, or late fees.

☐ ***Arbitration/Mediation/Non-solicitation***

The contract does not contain any provisions pertaining to arbitration or mediation. Non-solicitation of the other party's employees: the contract does not restrict the University from soliciting or hiring the other party's employees.

☐ ***Payment of taxes or reimbursement for taxes***

The contract does not require the University to pay or reimburse the other party for taxes.

Initial: _____

CERTIFICATION OF REQUESTING UNIVERSITY OFFICIAL	
I have read this contract entirely. I am satisfied with its description of the goods and/or services to be provided to the University (including, for example, warranties, delivery terms, acceptance period, and maintenance terms). I am also satisfied with the description of the University's obligations (including, for example, scope of work, payment due dates, insurance, and confidentiality requirements). Provisions of this contract that require further review, along with any related questions, are noted in the attached memo. ☐ Memo attached ☐ Memo not attached	
_____ **Signature**	_____ **Date**
_____ **Name**	_____ **Title**