



# **Contract Management Handbook**

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## **I. INTRODUCTION**

## **II. WHAT IS A CONTRACT?**

*Who is the proper party?*



#### **IV.**











**Some contracts require enhanced performance monitoring:**

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## Posting of contracts

*What contracts must be posted?*

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*What contracts do not have to be posted?*

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*What can be redacted?*

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*What must be redacted?*

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- -

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*How long do contracts have to be posted?*

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## VII. LEGAL REVIEW OF CONTRACTS AND AGREEMENTS



**Preliminary Questions**

<input type="checkbox"/>	<p><b>Have you read the contract in its entirety and do you understand and agree with all of its terms and conditions?</b></p> <p><b>Will the System or Campus be able to comply with all the terms and conditions of the contract?</b></p>
<input type="checkbox"/>	<p><b>Is the contract complete?</b></p> <p><b>Does it include all relevant terms and conditions, including exhibits and schedules?</b></p>
<input type="checkbox"/>	<p><b>If the contract document is an addendum or amendment to another contract or if it is intended to replace a contract currently in effect, does the new document reference the previous contract and explain how it is to be impacted?</b></p>

**Approval and Routing**

**Has appropriate notification been provided to, and approval obtained from, your department and all other relevant offices or departments?**

<u>Contract Information</u>	
<input type="checkbox"/>	Is the contract with a government entity?
<input type="checkbox"/>	Are all references to contracting parties accurate, complete, and consistent, including references in:
<input type="checkbox"/>	Are all duties of the contracting parties clearly stated so anyone reading the contract would understand?
<input type="checkbox"/>	Does the contract specify the place, time, and method of payment?
<input type="checkbox"/>	If the contract includes a payment amount does the contract clearly and accurately state the method of calculation and what could be owed under the contract?
<input type="checkbox"/>	Does the contract specify the terms of the contract?
<input type="checkbox"/>	Can the contract be extended and, if so:

Does the contract specify a penalty for early termination and, if so, have you deleted the penalty clause or determined that your department is willing to accept the cost of early termination?





**Does the contract contain a clause that limits the time within which the System or Campus could**

**Procurement Contract Terms**

**Is a written contract, separate from a purchase order, necessary?**

**Does the contract include a clause that rejects the terms and conditions of any purchase order, and if so, have you ascertained that the vendor's**

## IX. STATE CONTRACTING REQUIREMENTS

### Governing Law

### Venue

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### **XIII. DEFINITIONS**



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**XV. APPENDIX**

**Standard Addenda**

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**STANDARD ADDENDUM TO AGREEMENT**

**University of North Texas Health Science Center at Fort Worth**

