



## OFFICE OF GENERAL COUNSEL CONTRACT ROUTING FORM

Before negotiating with a vendor for any purchase of goods or services, complete the applicable procurement process required by [CSU's Purchasing Policies](#). If you have any questions about CSU's Purchasing Policies, please contact [CSU's Purchasing Department](#).

How was the vendor selected? **Initial the applicable box below indicating the selection process and attach the Purchasing Department's approval.**

1	<b>Request for quotes</b> - the process to procure goods and services estimated to cost between \$10,001 - \$49,999. See <a href="#">Purchasing Policy 3344-65-05</a> .	
2	<b>Invitation to Bid</b> - the process to procure goods estimated to cost more than \$49,999. See <a href="#">Purchasing Policy 3344-65-16</a> .	
3	<b>Request for Proposals</b> – the process to procure professional services estimated to cost more than \$49,999. See <a href="#">Purchasing Policy 3344-65-16</a>	
4	<b>Cooperative purchase or State contract</b> - under <a href="#">Purchasing Policy 3344-65-06</a> . Attach the applicable contract.	
5	<b>Sole source procurement</b> - under <a href="#">Purchasing Policy 3344-65-23</a> . Attach the approved Waiver Form.	
6	<b>Emergency procurement</b> - under <a href="#">Purchasing Policy 3344-65-24</a> . Attach the approved Waiver Form.	
7	<b>No solicitation process was followed because:</b> (i) the contract is for \$10,000 or below. See <a href="#">Rule 3344-65-05</a> ; (ii) the contract is a clinical affiliation agreement; (iii) no exchange of money under the contract; or (iv) the University is the vendor. (Circle the applicable reason and initial the box.)	

### CONTRACT REVIEW PROCESS

After completing the required procurement process, the next step is negotiating a contract with the vendor and review of the contract by the Office of General Counsel (“OGC”) for legal form. Per [CSU's Purchasing Policies](#), all CSU contracts must be reviewed and approved for legal form by the OGC before being signed by the [authorized CSU Signatory](#).

Use an [OGC approved contract template](#) (not vendor forms) whenever possible. OGC approved contract templates do not need to be reviewed for legal form (they already are.) **However, if any change is made to an [OGC approved template](#), other than filling in the blanks, the contract must be reviewed and approved as to legal form by OGC.**

**Step 1: Read your contract.** CSU departments/offices are responsible for negotiating the business terms of their contract, reading the contract before submitting for review as to legal form, and ensuring that all terms are clear, accurate, and meet the department's/office's needs. Basic business terms of a contract include: start date, end date, contract duration, responsibilities and obligations of each party, insurance, warranties, not-to-exceed cost, and payment terms. Review and approval as to legal form ensures that CSU contracts comply with applicable contracting laws but does **not** serve as review or approval of the underlying transaction. OGC is always available as a resource to discuss and assist with any contracting question or concern.

**Step 2: Approval of insurance coverage.** Submit your contract to [CSU's Insurance/Risk Management](#) for approval of/recommendations for insurance coverage. Note the response on the below checklist item #8.

**Step 3: Complete this Contract Routing Form.** The faculty/staff member responsible for managing/monitoring the contract should complete all sections of this form.

**Step 4: Submit the contract for review as to legal form.** Submit the contract in Microsoft Word along with this completed form to [legal@csuohio.edu](mailto:legal@csuohio.edu) with “Contract Review” in the subject line. If the contract is in a format other than Microsoft Word, the review will likely take longer because other formats are not editable with track changes if revisions are needed to comply with state law.

Today's Date: \_\_\_\_\_

Completion Date Requested: \_\_\_\_\_

Please allow at least 2 weeks from your submittal. If you need your contract sooner, please specify in your email.

**I. REQUESTING UNIVERSITY DEPARTMENT/OFFICE**

1. Department/Office Name: \_\_\_\_\_

2. Contact person and title: \_\_\_\_\_

3. Contact person telephone and email: \_\_\_\_\_

**II. VENDOR/CONTRACTOR INFORMATION**

1. Vendor/Contractor Name: \_\_\_\_\_

2. Contact Person and title: \_\_\_\_\_

3. Contact person telephone: \_\_\_\_\_

4. Contact person email: \_\_\_\_\_

5. Address: \_\_\_\_\_

**III. CONTRACT DESCRIPTION**

1. Describe the goods or services that the University will receive with this contract: \_\_\_\_\_

\_\_\_\_\_.

2. Total Not-to-Exceed Contract Amount: \$ \_\_\_\_\_

3. Contract Start Date (mm/dd/yyyy): \_\_\_\_\_

4. Contract End Date (mm/dd/yyyy): \_\_\_\_\_

(No later than June 30, 2023)

5. What other departments/offices will be affected by this contract?: \_\_\_\_\_

6. Will any student information be released as a result of this contract? Yes  No

7. Will any [University administrative data](#) be released as a result of this contract? Yes  No  If yes, has proper authorization been obtained? Yes  No

8. Specify the person in your department/office responsible for ensuring receipt of goods/services under this contract: \_\_\_\_\_

9. Does the agreement give the vendor/contractor the right to use any physical assets like office space, equipment, or vehicles that belong to the University or in the alternative, does the agreement give the University the right to use any physical assets like office space, equipment, or vehicles that belong to the vendor/contractor? If so, please describe in the space below.

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#### IV. CHECKLIST

For each statement below, initial the box to indicate agreement with the statement. If a statement is not applicable, write "N/A" in the box. If you have questions or reservations about any of the statements, please contact OGC at [legal@csuohio.edu](mailto:legal@csuohio.edu). Please do not leave any blank.

1	I have read the contract, including any attachments, and understand all provisions.	
2	All documents incorporated by reference in the contract (e.g. exhibits, appendices, or web link information) are attached to the contract.	
3	The written contract matches the verbal understanding of the parties and accurately reflects the transaction with the vendor/contractor.	
4	The contract adequately describes all services/work the vendor/contractor will perform.	
5	"Cleveland State University" is listed as one of the contracting parties, and not a particular department, office, or school.	
6	The vendor's/contractor's full name, address, legal status (e.g. corporation, partnership, etc.), and contact person is listed.	
7	To the best of your knowledge, the contract does not conflict with any other contracts, promises, or obligations of the University.	
8	The University's insurance/risk manager has approved the insurance language or if the vendor/contractor contract does not contain insurance language the University's insurance/risk manager has provided recommended insurance language. See <a href="#">Insurance/Risk Manager</a> .	
9	The contract specifies the total not-to-exceed contract cost.	
10	The funds for the contract are budgeted and available.	
11	Names of all parties signing the contract are printed below or above the signature lines.	
12	If the contract allows the vendor/contractor to terminate the contract before the end of the contract term, that such an early termination provision is acceptable to the authorized University signatory.	
13	The signature line correctly lists the authorized University signatory. See the <a href="#">Execution of Documents Policy &amp; Delegation of Signature Authority</a> .	
14	The contract does not automatically renew.	
15	If you would like the ability for the University to terminate the contract before the end of the contract term, write "Yes" in the box; otherwise write "N/A."	
16	The vendor's/contractor's warranties, guarantees, and limitations of liabilities adequately protect the University and are acceptable to the authorized University Signatory. Because vendors often try to limit their liability (responsibility) for damages and/or shift that risk to the University, in making this determination, ask yourself if the vendor/contractor is held reasonably responsible for defects, breach of security, whether the risk to the University is greater than to the vendor, etc. If you have any questions, contact the OGC.	
17	If the contract is outsourcing work typically performed by a bargaining unit employee(s), notice required by the applicable collective bargaining agreement has been provided. (If the answer is no, please contact the Human Resources Department)	

#### V. TERMS CSU CANNOT AGREE TO DUE TO STATE LAW

Due to Ohio law, CSU cannot agree to certain terms in contracts. Below is a list of such terms and alternative language that CSU can agree to. If your contract contains any of the below prohibited terms: (i) inform the vendor that CSU cannot

agree to the terms; and (ii) ask the vendor to remove the terms and, if the vendor chooses, to add the alternative language. This practice streamlines the contract review process and saves precious time. If you have any questions, please contact OGC at [legal@csuohio.edu](mailto:legal@csuohio.edu).

	<b>PROHIBITED TERMS</b>	<b>ALTERNATIVE LANGUAGE</b>
1	<b>Automatic Contract Renewal</b> - CSU cannot commit to the expenditure of funds beyond the State Biennium, which begins on July 1 of each odd year and ends on June 30 of the next odd year.	"This contract may be renewed for an additional term upon the written agreement of the parties via an amendment. Any such renewal shall not extend beyond the expiration of the biennium in which the renewal commences."
2	<b>Charging CSU late fees</b> without reference to Ohio Revised Code Section 126.30.	"If CSU fails to timely make a payment as required by this contract, interest shall accrue on the late payment as set forth in O.R.C §126.30."
3	<b>Governing Law/ Venue other than Ohio; Arbitration</b> - CSU cannot agree to any provision that calls for the application of the law of some other state, to submit to the jurisdiction of a court other than a court of competent jurisdiction located in the State of Ohio, or to arbitration.	"This contract and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, without regard for its choice of law principles, and only Ohio courts shall have jurisdiction over any action or proceeding concerning this contract."
4	<b>Requiring Confidentiality</b> - any confidentiality requirements must be subject to the Ohio Public Records Act.	"The parties understand and agree that confidentiality obligations are subject to applicable law including but not limited to the Ohio Public Records Act, and that disclosure of records pursuant to the Ohio Public Records Act is not a breach of contract."
5	<b>Requiring CSU to pay taxes</b> - CSU is exempt from tax and can provide an exemption certificate upon request.	"Vendor recognizes that CSU is an instrumentality of the State of Ohio, created by O.R.C. Chapter 3344 and thus exempt from all state, local, and federal excise taxes and that CSU does not agree to pay any such taxes."
6	<b>Legal Representation of CSU by any entity other than the Ohio Attorney General</b> - pursuant to the Ohio Revised Code Section 3345.15, only the Ohio Attorney General can represent CSU.	"The parties to this contract understand and agree that CSU is represented by the Ohio Attorney General under O.R.C. § 3345.15. No suit against CSU shall be compromised or settled without the approval of the Ohio Attorney General."
7	<b>Requiring CSU to indemnify; Specifying contract damages against CSU</b> - As a State institution, CSU is prohibited from providing indemnification. CSU's liability is determined in the Ohio Court of Claims pursuant to Ohio law as set forth in Ohio Revised Code Section 2743.02. Therefore, CSU cannot agree to provide indemnity nor can CSU agree to be responsible for any cancellation fees, penalties, incidental, special, consequential, punitive, or liquidated damages.	"As a publically funded state institution, CSU cannot indemnify another entity. To the extent permitted by the laws of the State of Ohio, including, but not limited to O.R.C. Chapter 2743, CSU agrees to be liable for the negligent acts and negligent omissions of its officers and employees engaged in the scope of their employment arising under the contract. The parties hereby agree that nothing in this contract or any attachment shall be construed or interpreted as a waiver of the sovereign immunity of CSU and/or the State of Ohio beyond the waiver provided in O.R.C. § 2743.02 and that the determination of liability is subject to the limitations set forth in O. R. C. § 3345.40."