



Contract Management Handbook

Note: This handbook is for your general information and education only, it does not constitute legal advice. Please feel free to contact the Office of General Counsel at contracts@bucknell.edu with specific questions regarding contract law as it applies to your Bucknell contracts.

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I. Introduction

A. Purpose

The purpose of this handbook is to provide Bucknell University faculty and staff with a framework for making contracting decisions that are in Bucknell's best interest, and establish guidelines to be followed anytime a contract with an outside party is required. These procedures will help to improve contracting practices at Bucknell and reduce the likelihood of contract-related problems in the future. This handbook will address contract requirements and provide faculty and staff assistance with drafting, reviewing, negotiating, and formalizing written contracts.

This handbook does not apply to agreements between Bucknell departments. This handbook does not address employment-related agreements.

II. Contract Basics

A. What is a Contract?

A contract is any form of agreement between two or more parties who intend to be legally bound. At the most basic level, the terms of a contract should state the parties' agreement, setting forth what the parties have agreed to exchange. Even if a document is not titled "Contract" or "Agreement," if the document is requesting a signature, for the purposes of this handbook it is a "contract." For instances, a "Quote" which requires a signature is a contract.

For the purposes of this handbook, a "contract" is any written agreement between Bucknell and one or more parties, that is enforceable by law. Bucknell uses a wide range of agreements to conduct business in support of Bucknell's mission of educating students in a residential, cocurricular environment. These agreements may include: grants, purchase orders, Master Service Agreements (MSA), Memoranda of Understanding (MOU), or other "contracts." For the purpose of this handbook, "contract" is used to refer to all such agreements.

B. Definitions of Common Contract Terms

- i. **Addendum:** A post-contract attachment that modifies, alters, or materially changes some of the terms of a previously established contract.
- ii. **Assignment:** An authorized legal transfer of contractual rights from one party to another party.
- iii. **Breach:** If one party does not follow a contract's agreed-upon terms, it is considered a breach.
- iv. **Damages:** If a contractual breach occurs, damages are what the award is to the non-breaching party.
- v. **Guaranty:** Agreement involving one party promising another party's loan obligation to a third-party.
- vi. **Honorarium:** A payment given for professional services that are rendered nominally without charge. Typically made to a guest speaker or lecturer.
- vii. **Indemnification:** Also known as a "hold harmless agreement," this clause states that a party agrees to hold another party harmless and not involve them in future

legal claims. This is a way for parties to protect themselves, especially from being held financially liable for someone else's actions.

- viii. **Invoice:** Legal request for payment.
- ix. **Non-Disclosure Agreement (NDA):** Unilateral or bilateral legal contract between at least two parties which outlines confidential material, knowledge, or information the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties. An NDA creates a relationship between the parties to protect any type of confidential or proprietary information or trade secrets, and protects nonpublic business information
- x. **Party or Contracting Party:** An individual, entity or business entering into a binding agreement with another individual, entity or business, thus accepting the obligations, responsibilities, and benefits specified within the agreement.
- xi. **Proposal:** Act of offering or suggesting something for acceptance, adoption or performance.
- xii. **Purchase Agreement or Purchase Order (PO):** A PO is a commercial document issued by a buyer to a seller and is used to control the purchasing of products and services from external suppliers. It indicates the types, quantities, and agreed prices for products or services the seller will provide to the buyer. Sending a purchase order to a seller constitutes a legal offer to buy products or services. Acceptance of a purchase order by a seller usually forms a contract between the buyer and seller. No contract exists until the purchase order is accepted.
- xiii. **Renewal:** The process when an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.
- xiv. **Scope of Work (SOW):** A detailed description of the product or service being requested or performed.
- xv. **Subcontractor:** An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a contract.
- xvi. **Vendor:** Supplier of goods and services.
- xvii. **Warranty:** A promise that something in furtherance of a contract is guaranteed by one of the parties to the agreement, especially the seller's promise that the goods or services noted in the agreement are as promised or represented.

C. Is a Written Contract Needed?

Anytime Bucknell personnel (e.g., in a department, administrative office, college, etc.) engages in a transaction with a third-party (e.g. company, individual, organization, etc.) on behalf of Bucknell, a written contract is required. Oral contracts with third-parties are prohibited. Written contracts are the best way to prevent misunderstandings and problems in the future. A carefully and clearly written contract should:

- Clarify roles, intents and relationships of the parties
- State each party's obligations and expectations regarding the transaction
- Assign consequences for breaching the terms
- Provide important information regarding the contract's enforcement

- Help prevent disputes between the parties
- Protect confidentiality
- Provide a framework for resolving future disputes
- Specify incoming and/or outgoing payment terms

All Bucknell contracts with third-parties must be in writing. The best practice is to have a fully executed (i.e. signed by all parties) written contract prior to the start of the performance period of the contract.

Examples of Bucknell contracts include:

1. Agreements to buy, sell, or rent goods; provide, obtain or rent services
2. Memorandum of Understanding or Cooperation with government agencies, universities, and other organizations for the accomplishment of particular purposes
3. Grants and sub-awards provided or funded by government agencies and private organizations
4. Leases of movable property, such as tools, equipment, vehicles, etc.
5. Leases, deeds and other conveyances affecting interests in real property
6. Employment contracts, volunteer, and consulting agreements
7. Waivers, releases, and non-disclosure agreements
8. Intellectual property and software license agreements

D. Identifying Bucknell in Contracts

Bucknell must be identified as *Bucknell University* and must be listed as the contracting party in all agreements and contracts. While departments and specific individuals may be identified in the contract, a specific individual, college or school or department must not contract in their own name on behalf of Bucknell. Bucknell should be identified as a *nonprofit corporation and institution of higher education located in Lewisburg, PA.*

III. Contract Terms

When entering into any business relationship involving a contract, it is important that you read the contract very carefully. The individual or department initiating a contract is in the best position to know whether the written contract accurately reflects details of the transaction that has been discussed with an outside party. The contract should include a complete description of what each party is expected to do during the “term,” “period of performance,” or length of the contract. The language of the contract should be clear, so that any third-party reading the agreement can understand the obligations of each party.

A. Mandatory Terms

All Bucknell contracts should contain certain clauses in order to protect the University and its resources. The following are a list of terms which should be included in all relevant Bucknell contracts.

1. **Assignment:** Bucknell does not allow the contracted party to assign their rights or duties under a contract with the University to another individual or company, without written approval from Bucknell.
2. **Insurance:** Bucknell requires certain levels of insurance coverage to be provided by other parties contracting with the University. The coverage required varies depending

on the type of work, the level of risk to Bucknell property and people, in addition to the amount of the contract.

- a. Bucknell requires that all vendors providing services or equipment on campus provide evidence of proper insurance coverage (See Appendix D).
 - b. Please contact the Director of Risk Management and Environmental Health and Safety with any questions related to insurance coverage provisions.
3. **Indemnification:** Bucknell requires contracts to include an Indemnification clause. An Indemnification clause is intended to protect Bucknell from liability due to another party's negligent acts.
 4. **Independent Contractor:** Bucknell requires all contracts to include an independent contractor clause, which guards against the other party alleging the contract formed a joint venture, or other employment arrangement that would make certain employee benefits and insurance coverage available to the contracted party.
 5. **Force Majeure:** Bucknell requires all contracts to include a force majeure clause, which addresses delay and/or inability of performance caused by forces beyond the parties' control.
 6. **Entire Agreement:** All Bucknell contracts should include a clause which states the written contract is the whole agreement. No verbal or side agreements will be acceptable or enforceable, so it is important that the individual and/or department initiating the contract confirm that all details of the agreement are accurately represented in the written contract.
 7. **Termination:** Contracts must always include a provision regarding when and how the University can terminate the agreement prior to the originally contracted end date. A termination clause must allow Bucknell to terminate the agreement if the other party breaches the agreement or fails to fulfill an obligation under the contract. The contract should define what constitutes a "default" of the contract and should include a remedy for said default. A termination clause may include language to allow either party to terminate for convenience upon written notice.

B. Mandatory Exclusions

Similarly, there are certain clauses that Bucknell will never agree to, as they expose the University to unnecessary liability. The following are a list of terms which should never be included in a Bucknell contract.

1. **Automatic Renewal:** Typically, Bucknell prefers not allow for contracts to contain a clause that states the term of an agreement will automatically renew. However, in certain instances auto-renew clauses may be acceptable, particularly in contracts where we have the ability to terminate the agreement without cause at any time.
2. **Embedded Links:** Embedded links are URL or hyperlinks that use anchor text in a contract to create a link to another web page or document. An example of an embedded link in a contract states: "This Agreement is subject to Company's Terms of Service found at www.company.com/termsofservice"

When a contract includes embedded links, once that agreement is signed there is nothing stopping the embedded links from changing content. In other words, the terms referenced in an embedded link can be changed at any time, often without any notice to you. You may not be able to reference back to the version you actually agreed to and you have essentially agreed to something that references material out of your control. For this reason, Bucknell prefers not to agree to contracts with embedded links. Sometimes, especially with larger vendors, embedded links are unavoidable and non-negotiable. However, it is always worth asking if these additional terms can be attached as an Appendix to the contract so they become “static” or “fixed,” meaning the terms can only be changed in accordance with the terms in the contract. If a contract includes embedded links, you are responsible for carefully reviewing and understanding the linked documents.

3. **Significant Limitation of Liability:** Bucknell does not allow a contracting party to limit their potential liability to the significant detriment of the University. Bucknell’s damages and potential remedy for breach should never be limited to the value of the contract. If a contracting party proposes limiting their liability to the total value of the contract, you should counter propose limiting their liability to the available insurance limits.
4. **Single Indemnification:** Bucknell does not allow single indemnification clauses that only protect the contracting party and exclude the University from the same protections.

C. Standard Contract Terms

For certain transactions, Bucknell requires use of standard contract templates, which provide the University with the greatest protection (See [Appendix A](#)). For instances when a standard contract would not be appropriate, please refer to the following standard contract term language, which can be used in drafting and negotiating contracts with third-parties:

1. **Assignment:** Neither Party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other.
2. **Governing Law/Venue/Jurisdiction:** Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the federal or state courts within the geographical limits of the United States District Court for the Middle District of Pennsylvania.
3. **Non-Disclosure and Confidentiality of Information:** [Contracting Party] acknowledges that in its performance of services under the Agreement, [Contracting Party] may have access to confidential Bucknell information, including, but not limited to, personally identifiable information, student records, protected health information and individual financial information (“Confidential Data”). Such Confidential Data may be subject to federal and state laws and regulations governing the use, maintenance, disclosure and destruction of such information (“Data Protection Laws”). [Contracting Party] shall strictly adhere to all such applicable Data Protection Laws.

[Contracting Party] will hold Bucknell’s Confidential Data and all information derived from such data in strictest confidence. [Contracting Party] shall not access, use or

disclose Bucknell's Confidential Data except as permitted or required by the Agreement, or otherwise required by a court of competent jurisdiction provided that [Contracting Party] provides Bucknell with notice sufficient to seek an order protecting such information to the extent allowed by law.

This obligation of confidentiality does not extend to any information that: (1) was already in the possession of [Contracting Party] at the time of disclosure by Bucknell; (2) is or shall become, through no fault of [Contracting Party], available to the general public; or (3) is independently developed and hereafter supplied to the [Contracting Party] by a third party without restriction or disclosure.

[Contracting Party] agrees that if this confidentiality obligation is breached, Bucknell shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other rights and remedies otherwise available. This provision shall survive expiration and termination of this Agreement.

4. **Nondiscrimination:** [Contracting Party] agrees and warrants that in the performance of this Agreement, [Contracting Party] will not discriminate against any person or group of persons on the grounds of race, color, sex, age, national origin or on the basis of being handicapped but otherwise qualified in a manner prohibited by the laws of the United States
5. **Force Majeure:** The Parties agree and acknowledge that performance of the terms of this Agreement may be delayed, prevented, or interrupted due to causes beyond the control of, and without the fault or negligence of either Party. Such causes may include, but shall not be limited to, Acts of God, natural disasters, epidemics and global pandemics, government restrictions, wars, insurrections and/or any other causes beyond the reasonable control of the other Party. In any such event or occurrence, the affected party shall use its reasonable efforts to advise the other Party if it is unable to perform, and the expected duration of such inability. The affected party shall use all reasonable efforts to resume performance as soon as possible.
6. **Indemnification:** [Contracting Party] agrees to indemnify, defend and hold harmless Bucknell and its trustees, officers, directors, employees, agents and assigns from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses (including reasonable attorney's fees) arising from any act or failure to act by [Contracting Party] or its employees or agents which may occur during, or which arise out of, the performance of this Agreement; provided, however, that Bucknell provides [Contracting Party] with prompt written notice of the claim, tenders control of the defense of the claim to [Contracting Party], and cooperates fully with [Contracting Party] in settlement or defense of the claim.
7. **Compliance with Law:** [Contracting Party] will comply with all applicable federal, state or local laws and ordinances pertaining to the subject matter of this Agreement at all times in performance of this Agreement. In addition to any other remedies available to Bucknell, Bucknell may terminate the Agreement, at no cost to Bucknell, if Bucknell reasonably believes [Contracting Party] is not in compliance with any applicable federal, state or local laws.
8. **FERPA:** [Contracting Party] recognizes that Bucknell is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that [Contracting Party] may have access to FERPA-protected student information during

the performance of its obligations under the Agreement. For purposes of such access only, [Contracting Party] is a "School Official" under 34 C.F.R. §99.31 and shall access such information for the sole purpose of carrying out its obligations under the Agreement. [Contracting Party] shall not disclose any FERPA-protected data to any unauthorized third party without prior consent as set forth in 34 C.F.R. §99.33(a).

9. **Limitation of Liability:** Nothing in this Agreement shall limit the liability of [Contracting Party] under law or custom.
10. **Use of Bucknell Name and Trademark:** [Contracting Party] shall not use the name of Bucknell or its Trademarks, logos or any equivalent thereof in any publicity or advertising, or in any other manner whatsoever, without the prior written consent of Bucknell.
11. **Waiver:** A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance.
12. **Notices:** Any official notice to the parties shall be in writing and shall be delivered with confirmation of receipt by email or first-class mail.
13. **Ownership of Works Produced** (when contracting with another party to create something for Bucknell): Any and all works created or produced pursuant to the Agreement shall be sole and exclusive property of Bucknell. [Contracting Party] shall execute all papers and perform all such other acts as Bucknell may deem necessary to ensure that all such rights, interests, or title in such Works have been properly assigned to Bucknell or its designee. [Contracting Party] represents and warrants that the Works created by [Contracting Party] pursuant to this Agreement do not infringe upon or misappropriate the rights, interests, or titles of any person or entity. [Contracting Party] agrees to defend, indemnify and hold harmless Bucknell from and against any and all liability should an infringement and misappropriation claim based on the Works be made against Bucknell, including but not limited to attorney's fees. This provision shall survive expiration and termination of this Agreement
14. **Independent Contractor:** The [Contracting Party] acknowledges status as an independent contractor and not as an employee of Bucknell. As such, the [Contracting Party] shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The [Contracting Party] shall not be deemed or self-represent to any third-party as being an employee or agent of Bucknell.
15. **Electronic Signature Consent** (required if using/allowing electronic signature such as DocuSign): The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
16. **Severability:** The provisions of this Agreement are severable. If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

17. **Sustainability:** [Contracting Party] agrees to make reasonable efforts for the expanded use of products and services that contain the maximum level of post-consumer reusable or recyclable waste or recyclable content, without significantly affecting the intended use of the product or services, and taking into account environmental, social and governance (ESG) impacts of preferable products and services.
18. **Headings:** Provision headings are solely for convenience and have no legal significance.
19. **Entire Agreement:** This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, and shall supersede any prior agreements with respect to the subject matter of this Agreement.
20. **Amendment:** No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties.
21. **Effective Date:** This Agreement shall become effective on the date the last party signs it and delivers it to the other party.
22. **Termination:** Bucknell may terminate this Agreement, at any time for convenience upon ninety (90) days' written notice. In addition to any other remedies Bucknell may have, Bucknell may also terminate this Agreement upon written notice if the [Contracting Party] materially breaches or violates any of the terms, obligations, or certifications under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.
23. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall represent one instrument.
24. **Signature Authority:** Each of the persons signing below on behalf of the parties hereby represents and warrants they are eligible, legally qualified, and signing with full and complete authority to bind the party on whose behalf they are signing to this Agreement.

IV. Contract Review Procedures

It is important to ensure that all Bucknell contracts receive the appropriate level of review before the contract is signed by an authorized signatory at Bucknell. Contracts entered into on behalf of Bucknell must be reviewed and approved by designated University personnel, as described in Section IV of this handbook, to ensure compliance with established guidelines regarding contract language and requirements. It is important that a full review of a contract occurs prior to signing in order to ensure:

1. Bucknell is limiting its liability
2. Appropriate contract clauses are present
3. Bucknell has appropriate resources to satisfy the contract terms
4. Proper treatment for tax purposes
5. Protection of faculty, staff and students' rights
6. The contract does not represent a conflict of interest for Bucknell

A. Initiating Department Approval of Contracts

The contract review process begins with the department initiating the contract on behalf of Bucknell (“Initiating Department”). The Initiating Department is often the most knowledgeable about the contract’s subject matter and any deliverables. The Initiating Department is responsible for reading the contract entirely and ensuring that: (1) the terms of the agreement (e.g., the named parties, a description of the goods, services or scope of work, the performance period, and any deliverables or other expectations) accurately reflect the negotiations; (2) the contract is in the best interest of the University; (3) said department can ensure compliance with the obligations placed on Bucknell; and (4) the contract is sufficiently clear, consistent and fiscally prudent. The Initiating Department should use the Contract Review Checklist (See [Appendix B](#)) as part of the departmental review process.

Prior to sending a contract to the required contract approvers as described in Section IV of this handbook, the contract must be reviewed and approved by the Initiating Department head and appropriate supervisor(s) (e.g. Dean, Associate Vice President, Director and/or Vice President).

The Initiating Department head is responsible for:

1. Guaranteeing the department can furnish services, material, and/or funds provided for in the contract;
2. Assuring the contract is appropriate and necessary to the department’s missions and priorities; and
3. Assuring alternative activities, actions and/or providers have been considered, and those stipulated in the contract represent the most feasible, reasonable, and fiscally prudent arrangements for the department.

Additionally, contracts should be reviewed and approved by any other departments that are needed to carry out Bucknell’s obligations under the contract, e.g.: Facilities, Events Management, Office of Sponsored Projects and Public Safety.

Before submitting a contract for required approvals, as discussed below, be sure to obtain all appropriate and required internal approvals required by your department. The required approvals discussed below must be obtained **prior** to having the contract signed by the appropriate signatory.

B. Required Contract Approvals

Certain University departments are required to review contracts in order to ensure that the contract conforms to applicable laws and regulations, while adequately protecting Bucknell (See [Appendix C](#)). The following departments are responsible for reviewing the appropriate contracts and advising the Initiating Department of preferred and/or required changes. It is then the Initiating Department’s responsibility for working with the outside contracting party to negotiate the necessary changes.

1. Contracts that require review and approval by Library and Information Technology include:
 - a. Contracts that involve software, internet-based applications (e.g., Software-as-a-Service (“SaaS”) or “cloud-based products),
 - b. Contracts that involve access to University data and/or a University protected system (e.g. student, employee or donor data, remote access to computer systems), and

- c. Contracts that involve technology (e.g. drones, telephonic equipment, computers, printers and/or data servers).
- 2. Contracts that require review and approval by Office of Sponsored Projects (“OSP”) include:
 - a. Contracts involving external grant funds
 - b. Contracts involving sponsored research or programs being funded by external sources

OSP acts as the administrator for all externally funded sponsored research and programs. OSP administers, reviews, negotiates and accepts all award agreements and assists with overall award management, including approving and processing modifications and revisions with external grantmaking organizations, including, federal, state, industry and foundation sponsors. For additional information, visit the OSP policies website and the online [Sponsored Projects Approval form](#).

- 3. Contracts that require review and approval by Finance include:
 - a. Contracts involving grant funds and/or projects that involve grant funds
 - b. Contracts for the purchase or lease of real property
 - c. Contracts making any reference to “lease”
 - d. Contracts with a term of one or more years
 - e. Financial transactions (e.g. contracts involving loans, debt-like obligations)

C. Contract Review by General Counsel

All contracts must be approved by the Office of General Counsel before execution, unless they are exempt from such review as described below.

- 1. Contracts that Require Review by General Counsel include:
 - a. Contracts valued above \$10,000, and
 - b. Contracts with particularly sensitive or risky subject matter, counterparties or terms. Examples of sensitive or materially risky contracts terms include:
 - i. Contracts where third-parties will have access to Bucknell student information and/or confidential Bucknell information
 - ii. Contracts with third-parties
 - iii. Contracts for the purchase or lease of real property
 - iv. Financial transactions (e.g. contracts involving loans, debt-like obligations)
 - v. Contracts with restrictive terms which prevent Bucknell from interacting or doing business with certain third-parties (e.g. non-compete or exclusivity clauses)
 - c. Contracts that do not require review by General Counsel include:
 - i. Bucknell Approved Standard Form Agreements with unmodified legal terms (See [Appendix A](#))
 - ii. Contracts valued less than \$10,000 which do not involve sensitive or materially risky subject matter, counterparties or terms.

If you are unsure whether a contract needs to be reviewed by General Counsel, please contact the Office of General Counsel at contracts@bucknell.edu

V. Contract Signature Authority

A. Authorized Signers

Before submitting a contract for signature, make sure you have received all necessary approvals as discussed above. A signature indicates the signing party agrees to and is bound by the contract's terms. Upon final approval by the required departments discussed above, the Initiating Department is responsible for arranging to have the contract signed by the appropriate Bucknell signatory as well as the contracting party.

Only individuals who have delegated authority can sign contracts on behalf of Bucknell. Please refer to Bucknell's [Signature Authority Matrix](#) for a current list of Bucknell positions with signature authority. Consult with your supervisor to ensure that the proper individual signs the contract. Students do not have authority to sign on behalf of Bucknell.

If an unauthorized individual signs a contract on behalf of Bucknell, the contract will not be binding on Bucknell and the unauthorized signer may be individually liable, subject to applicable federal and state laws and regulations.

The Board of Trustees of Bucknell University have authorized University Officers to execute contracts, within their area of responsibility, up to and including \$100,000. University Officers also have the authority to identify specific designees to execute contracts for amounts up to and including \$100,000. Individuals who have been identified as specific designees with signature authority must sign a Delegation of Signature Authority form provided by a University Officer. All signed Delegation of Signature Authority forms are to be kept on file in the Office of General Counsel. Individuals serving in the following positions are designated University Officers:

1. President
2. Provost
3. Chief Operating Officer
4. Associate Vice President, Treasurer and Controller
5. Associate Vice President for Facilities
6. Vice President for Human Resources
7. Vice President of University Advancement
8. Associate Vice President of University Advancement, Strategic Advancement Services and Campaign Administration
9. Associate Vice President of University Advancement, Strategic Philanthropy
10. Vice President for Communications
11. Vice President for Student Enrollment, Engagement and Success
12. Vice President for Library and Information Technology
13. Vice President for Strategic Initiatives
14. General Counsel
15. Secretary of the University
16. Assistant Secretary of the University
17. Dean of Students
18. Director of Athletics & Recreation

Sponsored research and grant agreements as well as contracts for amounts in excess of \$100,000, but less than \$5 million, can only be signed by the following positions:

1. President
2. Chief Operating Officer
3. Associate Vice President, Treasurer and Controller
4. Provost
5. General Counsel

B. Electronic Signatures

Bucknell authorizes the use of preapproved electronic signatures, such as DocuSign, on contracts utilized in conjunction with these guidelines. Bucknell considers an electronic signature to be an electronic or digital signature executed by an individual:

1. with the intent to be bound by said signature,
2. which is unique to the person using it,
3. which is capable of verification, and
4. which is under the sole control of the signer.

Under Pennsylvania law, pursuant to the Uniform Electronic Transaction Act, an electronic signature is enforceable and is the legal equivalent of the authorized signer's manual signature. Electronic signatures that do not incorporate security measures and which are typed, copied, pasted, drawn or embedded as an image into a document are not considered compliant with these guidelines and will not be recognized by Bucknell as a legitimate, authorized digital signature. Individuals seeking to utilize an electronic signature must sign documents using software which utilize signatory accounts that authenticate users by password, and produce a time stamp for the digital signatures, e.g. DocuSign.

VI. Responsibility for Maintaining Contracts

A Bucknell contract, and all related documents, shall be retained by the Initiating Department for a period of at least four (4) years after the date the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, or other action involving the contract or documents are resolved. Construction agreements must be retained for at least twelve (12) years after construction has been completed. Retention periods for federal and state-grants/contracts may vary and should comply with the retention period outlined by the granting agency.

VII. Monitoring Contracts

Bucknell contracts must be monitored to ensure proper execution and performance. Through proper management of a contract, the University can effectively track and monitor the performance, expiration and renewal terms of its contracts. Throughout the life of a contract, Bucknell must hold third-parties accountable for delivery of quality services and products, and regularly monitor the performance so that work is carried out effectively and efficiently. Bucknell's monitoring procedures are designed to ensure compliance with all significant contract provisions and finance-related requirements.

Unless otherwise provided in University policy, the Initiating Department is primarily responsible for monitoring and carrying out Bucknell's obligations under a contract.

1. Upon signature by the appropriate individuals, all contracts, including all amendment(s), change order(s), extension(s), or renewal(s) of a signed contract shall be retained by the Initiating Department.

2. The Initiating Department is responsible for monitoring the contract for proper execution and performance from the start date of the contract through completion and final payment.
3. The Initiating Department is responsible for monitoring to ensure all contract requirements are satisfied, goods and services are delivered in a timely manner, safety and risk issues are addressed, and required payments are made.
4. The Initiating Department is responsible for attempting to resolve discrepancies and timely reporting of any unresolved discrepancies and/or problems to the appropriate individual who signed the contract, as well as the Chief Operating Officer.
5. Contracts due to expire should be renegotiated by the Initiating Department to ensure necessary changes and updates are made. The renegotiation process should be started in accordance with any timelines required by the terms of the contract, or as early as necessary to allow for proper renegotiation and avoid the current contract expiring prior to a new contract being signed.
6. Contract amendments, extensions, and renewals must be monitored in the same manner as the original contract.

VIII. Training

The Office of General Counsel will provide contract management training to relevant Bucknell personnel and departments on an annual basis and upon request. If you are interested in a department specific training on contract management, please contact generalcounsel@bucknell.edu.

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Appendix A

Approved Form Agreements

In order to facilitate the contracting process at Bucknell, the Office of General Counsel has developed several standard contracts that can be used/adapted for several University contracting needs. Use of these contract templates is strongly encouraged, as they protect Bucknell's interests and can be reviewed and approved more quickly than a contract supplied by another party. The following are contract templates which have been approved for use by the Office of General Counsel.

If your department would like to continue to use contract templates which are not included in this Appendix and have not been reviewed by the Office of General Counsel in the past three (3) years, please contact the Office of General Counsel to have them reviewed prior to continued use.

**HONORARIUM AGREEMENT BETWEEN
BUCKNELL UNIVERSITY**

And

(Full Name of Speaker or Corporation)

THIS Agreement made this ____ day of _____ 20__, by and between Bucknell University ("Bucknell") and _____, with business address at _____ ("Speaker").

Due to the Speaker's scholarly and/or professional standing, Bucknell is honored to request the presence of the Speaker for the purpose of speaking to members of the Bucknell community as described herein.

I. Engagement

The Speaker agrees to provide services ("Services") on the following dates and times and with the support and commitment of the sponsoring department or office:

Sponsor: _____
Date(s) of Engagement: _____
Location of Engagement: _____
Start and End Time of Engagement: _____
Estimated Attendance: _____
Additional Commitments / Class Sessions: _____
Sponsor Contact: _____

II. Honorarium

Bucknell agrees to pay Speaker an honorarium by Bucknell check or direct deposit in the sum of \$_____ AS A MEANS OF SHOWING APPRECIATION FOR THE SPEAKER'S PARTICIPATION IN THE EDUCATIONAL RESEARCH OR PUBLIC SERVICE ACTIVITIES OF THE UNIVERSITY. This Honorarium Payment will be payable to and presented to the Speaker within twenty (20) days after the engagement, provided that the Speaker has complied with all terms contained herein. Please note that while Bucknell certainly appreciates that some presenters may elect to decline an honorarium, we are unable to redirect payments to another individual or entity, including those that are not-for-profit.

In addition, Bucknell will reimburse the Speaker for incidental, out-of-pocket expenses such as transportation, lodging and/or meals provided such incidental expenses are reasonable in amount and supported by appropriate documentation including Pennsylvania Department of Revenue Form 1832 (1099-Misc Withholding Exemption Certificate) as well as an invoice and adequate receipts in accordance with Bucknell Finance Policies:

Bucknell University will not reimburse the Speaker on an hourly rate for time spent in preparation for this engagement regardless of whether the event takes place or is cancelled in accordance with section IV of this Agreement.

Speaker is responsible for all applicable taxes on this Honorarium Payment. Bucknell will not withhold taxes from this Honorarium Payment. If the Speaker is not a Pennsylvania resident, Bucknell may be required to withhold an additional Pennsylvania income tax as specified at 72 P.S. §7302, currently 3.07%.

If the Speaker is a nonresident alien for U.S. tax purposes (as defined in the Internal Revenue Service's Publication 519), Bucknell is required to withhold and report the appropriate tax (up to 30%) on all payments.

A completed IRS Form W-9 must be attached to this Agreement or already on file with Bucknell in order to timely process the Honorarium Payment. For payments to be made to Foreign Nationals or Foreign Entities, a completed IRS Form W-8 must be attached and any additional information as may be required upon request.

III. Independent Contractor

The Speaker acknowledges status as an independent contractor and not as an employee of Bucknell. As such, the Speaker shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Speaker shall not self-represent to any third-party as being an employee of Bucknell.

IV. Force Majeure/Cancellation

Bucknell is hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of, but not limited to the following, an Act of God, riots, epidemics or pandemics, strikes, any act or order of any public authority or any other legitimate cause beyond the control of Bucknell. If such acts or conditions occur, Bucknell will not be liable for any damages which the Speaker, its agents, or representatives might suffer.

Bucknell reserves the right to cancel the Engagement without cause at any time. If Bucknell cancels the Engagement for reasons other than Force Majeure, Speaker shall be paid up to fifty percent (50%) of the agreed Honorarium and shall be reimbursed for any reasonable out-of-pocket expenses already expended as of the date of notice of cancellation and subject to submission of documentation as set forth in Section II of this Agreement. If Speaker cancels the Engagement for reasons other than Force Majeure, Speaker shall reimburse Bucknell for any actual expenses incurred by Bucknell relating to the performance.

V. Insurance

The Speaker has arranged, through insurance or otherwise, to meet all needs of payment of medical costs for any injuries occurring on campus or arising out of the Services. The Speaker acknowledges that the University will not be responsible for any medical expenses arising out of injuries occurring on campus or arising out of the Services.

VI. Indemnification

The Speaker hereby agrees to indemnify, defend and hold harmless Bucknell University, its agents, trustees, students and employees from and against any and all loss, damage, liability, or expense, including attorney fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services provided by the Speaker or the Speaker's noncompliance with this Agreement. The Speaker acknowledges that Bucknell will not be responsible for any physical damage occurring to property owned, leased or used by the Speaker.

VII. Performance

The Speaker agrees and warrants that in the performance of this Agreement, the Speaker will not discriminate against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in a manner prohibited by the laws of the United States.

VIII. Recording and Photo Release

The Speaker hereby releases and consents to the recording, reproduction and use of the Speaker's image, voice, artistic or dramatic performance, actual or fictitious name, and any quotes or testimonials given in connection with the Speaker's Services through photograph(s), video recording(s), and/or audio recording(s) (the "Recording") by Bucknell or its agents and employees, including any third-party designee approved by Bucknell to produce of use the Recording. All rights to the Recording shall belong exclusively to Bucknell including without limitation or obligation, the unrestricted right to reproduce, print, publish, display publicly, distribute and sell prints or copies of the Recording or derivative works thereof in any medium throughout the world, with no further payment to or permission or approval from the Speaker.

SPEAKER:

BUCKNELL UNIVERSITY:

Signature

Signature

Date

Date

Printed Name

Printed Name / Title

Sponsoring Office / Department

CONSULTANT AGREEMENT BETWEEN

BUCKNELL UNIVERSITY

And

THIS Agreement made this ____ day of (Month Year), by and between Bucknell University (“Bucknell”) and _____ (“Consultant”), with business address at _____.

I. Consultant Engagement

By this Agreement Consultant agrees to perform research on behalf of _____ in furtherance of a sponsor name-funded project for the period _____, 20__ through _____, 20___. In accordance with this engagement Consultant agrees:

- a. Consultant is responsible for: _____

- b. To the terms of federal Uniform Requirements and applicable terms and conditions associated with the prime _____ grant.
- c. The time period _____, 20__ through _____, 20__ is contingent upon the sponsor name acceptance of an extension of Award No. fill in award number.

II. Travel

Consultant agrees to participate in:

- a. four multi-day trips to the east and the west coast to collect data for data collection;
- b. one trip to present research at a conference as selected by _____
- c. All trips are predicated on the opportunity for safe travel during the period of the global pandemic. Travel will not be required if conditions for travel are unsafe.
- d. For travel after _____, 202__, all trips must be complete by the new NSF grant extension date for Award No. _____
- e. All trips will abide by the Bucknell University travel policy, see Appendix A.

III. Payment

- a. Bucknell agrees to pay Consultant \$ _____ per hour for _____ hours per week during the _____ weeks of this engagement, not to exceed \$ _____.
- b. Bucknell also agrees to compensate consultant no more than an additional \$ _____ for each trip identified in section II.b. above for a total amount not to exceed \$ _____.
- c. Trip reimbursement documentation must be completed through the use of the Expense Report in Appendix B sent within fourteen (14) days of each trip conclusion. Receipts are needed for all expenses greater than \$50.
- d. The invoice template in Appendix C can be used to submit the monthly invoices. The invoice should include the number of hours worked and total payment.
- e. Consultant understands and agrees that total paid by Bucknell for research services provided in accordance with this Agreement shall not exceed \$ _____.

Consultant is responsible for all applicable taxes. Bucknell will not withhold taxes from payments made in accordance with this Consultant Agreement. If Consultant is not a Pennsylvania resident, Bucknell may be required to withhold an additional Pennsylvania income tax as specified at 72 P.S. §7302, currently 3.07%. If the Consultant is a nonresident alien for U.S. tax purposes (as defined in the Internal Revenue Service’s

Publication 519), Bucknell is required to withhold and report the appropriate tax (up to 30%) on all payments.

A completed IRS Form W-9 must be attached to this Agreement or already on file with Bucknell in order to timely process Payment. For payments to be made to Foreign Nationals or Foreign Entities, a completed IRS Form W-8 must be attached and any additional information as may be required upon request.

No later than the last day of each month of performance, Consultant shall submit an invoice for payment to Bucknell including the period of performance, hours worked with reference to this Agreement and the project. Bucknell shall deliver payment to Consultant no later than thirty (30) days upon receipt of invoice.

Monthly invoices and expense reports shall be submitted to:

Finance related questions shall be directed to:
Cheryl Stiefel
Accounting Manager, Grants
Cas073@bucknell.edu

Grant and contract related questions shall be directed to:
Jill Gardner
Sponsored Projects & Research Manager
jmg063@bucknell.edu

IV. Independent Contractor

The Consultant acknowledges status as an independent contractor and not as an employee of Bucknell. As such, the Consultant shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Consultant shall not self-represent to any third-party as being an employee of Bucknell.

V. Force Majeure, Cancellation and Termination

Bucknell is hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of, but not limited to the following, an Act of God, riots, epidemics or pandemics, strikes, any act or order of any public authority or any other legitimate cause beyond the control of Bucknell. If such acts or conditions occur, Bucknell will not be liable for any damages which the Consultant, its agents, or representatives might suffer. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice.

VI. Insurance

The Consultant has arranged, through insurance or otherwise, to meet all needs of payment of medical costs for any injuries occurring on campus or arising out of the Services. The Consultant acknowledges that the University will not be responsible for any medical expenses arising out of injuries occurring on campus or arising out of the Services.

VII. Indemnification

The Consultant hereby agrees to indemnify, defend, and hold harmless Bucknell, its agents, trustees, students, and employees from and against any and all loss, damage, liability, or expense, including attorney fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the Services provided by the Consultant or the Consultant’s noncompliance with this Agreement. The Consultant acknowledges that Bucknell will not be responsible for any physical damage occurring to property owned, leased or used by the Consultant.

VIII. Governing Law and Jurisdiction

Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be subject to the federal or state courts within the geographical limits of the United States District Court for the Middle District of Pennsylvania.

IX. Performance

The Consultant agrees and warrants that in the Performance of this Agreement, the Consultant will not discriminate against any person or group of persons on the grounds of race color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in a manner prohibited by the laws of the United States.

CONSULTANT:

BUCKNELL UNIVERSITY:

Signature

Signature

Date

Date

Printed Name

PI Printed Name / Title

Signature

Date

Provost or Finance Printed Name / Title

CONSULTANT AGREEMENT - Appendix A

Bucknell Travel Policy

The most recent policy can be found [here](#)

Expense Report

CONSULTANT AGREEMENT - Appendix B

Bucknell University
Additional Terms and Conditions

The AGREEMENT titles _____ and dated _____, 20____ (“Agreement”) between Bucknell University (“Bucknell”) and _____ (“Company”) is subject to the following additional terms and conditions:

1. **Order of Precedence.** To the extent there is any conflict between the Agreement and the terms and conditions set forth herein, these Bucknell University Additional Terms and Conditions shall govern. Where Company is required to get Bucknell’s prior written consent below, the terms of the Agreement shall not constitute such consent.

2. **Jurisdiction and Governing Law.** Any disputes arising under or related to the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the federal or state courts within the geographic limits of the United States District Court for the Middle District of Pennsylvania.

3. **Independent Contractor:** Company acknowledges status as an independent contractor and not as an employee of Bucknell. As such, Company shall have no claim against Bucknell for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment benefits or employee benefits of any kind. The Company shall not self-represent to any third-party as being an employee of Bucknell.

4. **FERPA.** Company recognizes that Bucknell is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and that Company may have access to FERPA-protected student information during the performance of its obligations under the Agreement. For purposes of such access only, Company is a “School Official” under 34 C.F.R. §99.31 and shall access such information for the sole purpose of carrying out its obligations under the Agreement. Company shall not disclose any FERPA-protected data to any unauthorized third party without prior consent as set forth in 34 C.F.R. §99.33(a).

5. **Nondiscrimination:** Company agrees and warrants that in the performance of this Agreement, Company will not discriminate against any person or group of persons on the grounds of race, color, religion, sex, age, national origin or on the basis of being handicapped but otherwise qualified in a manner prohibited by the laws of the United States.

6. **Force Majeure:** The Parties agree and acknowledge that performance of the terms of this Agreement may be delayed, prevented, or interrupted due to causes beyond the control of, and without the fault or negligence of either Party. Such causes may include, but shall not be limited to, Acts of God, natural disasters, epidemics and global pandemics, government restrictions, wars, insurrections and/or any other causes beyond the reasonable control of the other Party. In any such event or occurrence, the affected party shall use its reasonable efforts to advise the other Party if it is unable to perform, and the expected duration of such inability. The affected party shall use all reasonable efforts to resume performance as soon as possible.

7. **Termination:** Bucknell may terminate this Agreement, at any time for convenience upon ninety (90) days' written notice. In addition to any other remedies Bucknell may have, Bucknell may also terminate this Agreement upon written notice if the Company materially breaches or violates any of the terms, obligations, or certifications under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.

8. **Indemnification:** Company agrees to indemnify, defend and hold harmless Bucknell and its trustees, officers, directors, employees, agents and assigns from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses (including reasonable attorney's fees) arising from any act or failure to act by Company or its employees or agents which may occur during, or which arise

out of, the performance of this Agreement; provided, however, that Bucknell provides Company with prompt written notice of the claim, tenders control of the defense of the claim to Company, and cooperates fully with Company in settlement or defense of the claim

9. **Limitation of Liability:** Nothing in this Agreement shall limit the liability of Company under law or custom.

10. **Autorenewal.** Notwithstanding anything to the contrary contained within the Agreement (including, without limitation, any terms and conditions of Company incorporated by reference therein) the term of this Agreement shall not be longer than the Initial Term as set forth in the Agreement. Any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) shall be deemed null and void ab initio, and the term of the Agreement shall not be extended or renewed except by mutual written agreement.

11. **Miscellaneous.** No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. Neither Party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other. A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. Provision headings are solely for convenience and have no legal significance. The provisions of this Agreement are severable. If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall represent one instrument. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, and shall supersede any prior agreements with respect to the subject matter of this Agreement.

Appendix B

Contract Review Checklist

The Office of General Counsel has created this checklist to assist Bucknell University employees with negotiating and finalizing written contracts. This checklist outlines important provisions that should be included in most contracts. It also provides examples of model provisions and tips for negotiating provisions that protect Bucknell against risk.

Prior to submitting a contract for approval and signature, especially if the contract is exempt from legal review, you should go through this checklist of applicable issues as explained below. Use of this checklist should enable you to identify and address general legal issues and problems that routinely arise in contracts. If you are in doubt about how to answer a checklist question for a particular contract, or you have a concern about a contract that this checklist does not address, please contact the Office of General Counsel for further assistance.

_____ **Party Names:** Is each party clearly identified by official legal name? Are the parties properly referenced throughout the contract?

Bucknell should be identified by its legal name: “Bucknell University,” as opposed to a specific department, college or program name.

_____ **Obligations:** Is there a detailed description of each party’s obligations, including the goods/services/facilities to be provided and a timetable for delivery/completion and total cost? Is it clear what is being performed, by who and when?

_____ **Payment:** If payments are to be made under the contract, does the contract specify how, when and where the payments should be remitted to? Have you confirmed with the appropriate department head and/or Finance that the funds are available/budgeted for the contract?

_____ **Duration:** Is the contract’s duration specified? Does the contract contain a clear start and end date? Does the contract extend beyond the current fiscal year?

For example: Expiration upon delivery/completion; one-year; renewable by agreement; etc. *Automatic renewal provisions are not permitted.*

_____ **Termination:** Does the contract include a termination provision that allows for termination in the event of default? Are the instances that would establish “default” clearly defined in the contract?

Preferably, Bucknell should be able to terminate the contract with no obligation or penalty upon reasonable written notice, or if performance under the contract is not satisfactory. Default of the contract should include: unsatisfactory performance, nonpayment and or unexpected change in contract terms.

_____ **Insurance:** Is there an insurance requirement clause in the contract? If so, have you confirmed with the Director of Risk Management and Environmental Health and Safety that these requirements conform to Bucknell’s coverage? Does the contract require exchange of Certificates of Insurance (“COI”)? Have you received a copy of the COI? Is the third party required to name Bucknell as an additional insured?

_____ **Indemnification:** Is Bucknell’s standard indemnification provision included?

In almost all circumstances, the other party should agree to defend and indemnify Bucknell, its trustees, officers, directors, employees, agents and assigns against liability for personal injury and property damage arising out of the other party’s performance under the contract. Indemnification obligations are complex provisions with legal ramifications, and therefore, you are strongly

encouraged to contact the Office of General Counsel if the other party will not accept Bucknell's standard indemnification provision.

___ **Limitation of Liability:** Does the contract include a provision eliminating or significantly limiting the other party's liability?

In most cases, the other party will often try to exclude certain damages and/or limit its liability to the total amount of the contract or specific types of damages. Because provisions eliminating or significantly limiting the other party's liability do not protect Bucknell, they should generally be avoided. Bucknell does not accept a full elimination of a contracting party's liability. If there is a cap, you should ensure it is significantly more than the value of the contract and sufficient to avoid Bucknell losing money if the product or service is a failure.

___ **Compliance with Law:** If applicable, does the contract properly identify the responsibility for the contracting party to comply with all applicable federal, state or local laws and ordinances?

___ **Attachments:** Are all attachments and exhibits referenced in the contract attached?

___ **Governing Law and Jurisdiction:** Is the governing law of the contract and/or jurisdiction specified?

You should always propose that any disputes arising under or related to the contract shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the federal or state courts within the geographical limits of the United States District Court for the Middle District of Pennsylvania. If a party is requesting governing law and jurisdiction outside of the United States contact the Office of General Counsel.

___ **Dispute Resolution:** If the contract includes a provision requiring alternative dispute resolution (e.g., mediation and/or arbitration), does it adequately protect Bucknell? Does the contract require binding arbitration? Does the contract call for arbitration in a location other than Pennsylvania?

Bucknell's strong preference is to remove provisions requiring arbitration so that any dispute arising out of a contract may be resolved in a court with jurisdiction over the dispute. In most contracts, the Commonwealth of Pennsylvania should be identified as the venue and jurisdiction for disputes. In the limited circumstances where it would be appropriate to include a dispute resolution provision, Bucknell will agree to mediation but prefers not to agree to arbitration. Please contact the Office of General Counsel if you have any questions about dispute resolution provisions.

___ **Default/Warranty:** Does the contract adequately protect Bucknell in the event the other party does not perform satisfactorily? Strongly-worded warranty provisions will motivate better performance and protect Bucknell if performance is substandard. Think through what problems could arise and how you would want to resolve them and then try to include provisions in the contract requiring that resolution.

For Example:

If goods do not work properly within 90-days of delivery, Bucknell reserves the right to require the goods be fixed or to return the goods and receive a full refund.

If performance is found to be unsatisfactory within 90-days of completion, Bucknell reserves the right to require that the services be improved or to receive a full refund.

Bucknell reserves the right to receive a price reduction for late delivery/completion or for poor performance.

___ **Intellectual Property Ownership:** If applicable, does the contract specify who owns the intellectual property developed under the contract?

Generally, the contract should provide that all intellectual property rights arising out of the contract will belong to Bucknell and will be deemed works-for-hire under federal copyright law. For software licenses, consult with L&IT. For sponsored projects please contact OSP.

___ **Confidentiality:** Is Bucknell's standard confidential information provision included, if applicable?

If the contract involves Bucknell's disclosure of confidential or not publicly available information, including trade secrets and personally identifiable information about persons (living or dead), the other party must agree to protect the information, use it for the limited purposes of the contract, and destroy it upon termination of the contract. In some contracts, Bucknell will be required to protect the other party's confidential information as well. If you agree to a provision that requires protection of the other party's confidential information, you are required to make sure that the provision does not raise export control issues and that processes are in place in your department or office, and at Bucknell generally, to keep the other party's information confidential.

For contracts where Bucknell must disclose or give the other party access to information that is protected by law (such as personally identifiable information regulated by FERPA or other privacy requirements), Bucknell's standard FERPA provision must be included.

___ **Use of Bucknell's Name:** Is Bucknell's standard name and trademark provision included? The contract should prohibit the use of Bucknell's name and trademarks without the prior written approval of Bucknell.

___ **Independent Contractor:** Is there a provision stating that the other party is an independent contractor and not an employee of Bucknell?

___ **Amendment:** Can either party unilaterally change the terms of the contract? Can the parties modify the terms by mutual written consent?

___ **Force Majeure:** Does the contract contain a force majeure clause? Does this provision address delay in performance of the contract caused by forces beyond the parties' control?

___ **Nondiscrimination:** Is there a provision stating that the other party will comply with all applicable laws and regulations regarding nondiscrimination and equal employment opportunity?

___ **Conflict of Interest:** Does the contract provide that there are no real or apparent conflicts between the parties that would prevent them from entering into the contract?

___ **Entire Agreement:** Is there a provision clarifying that the contract supersedes all other written or oral agreements between the parties and can be modified only by a written document signed by both parties? Are all of the terms that have been agreed on included in the written contract?

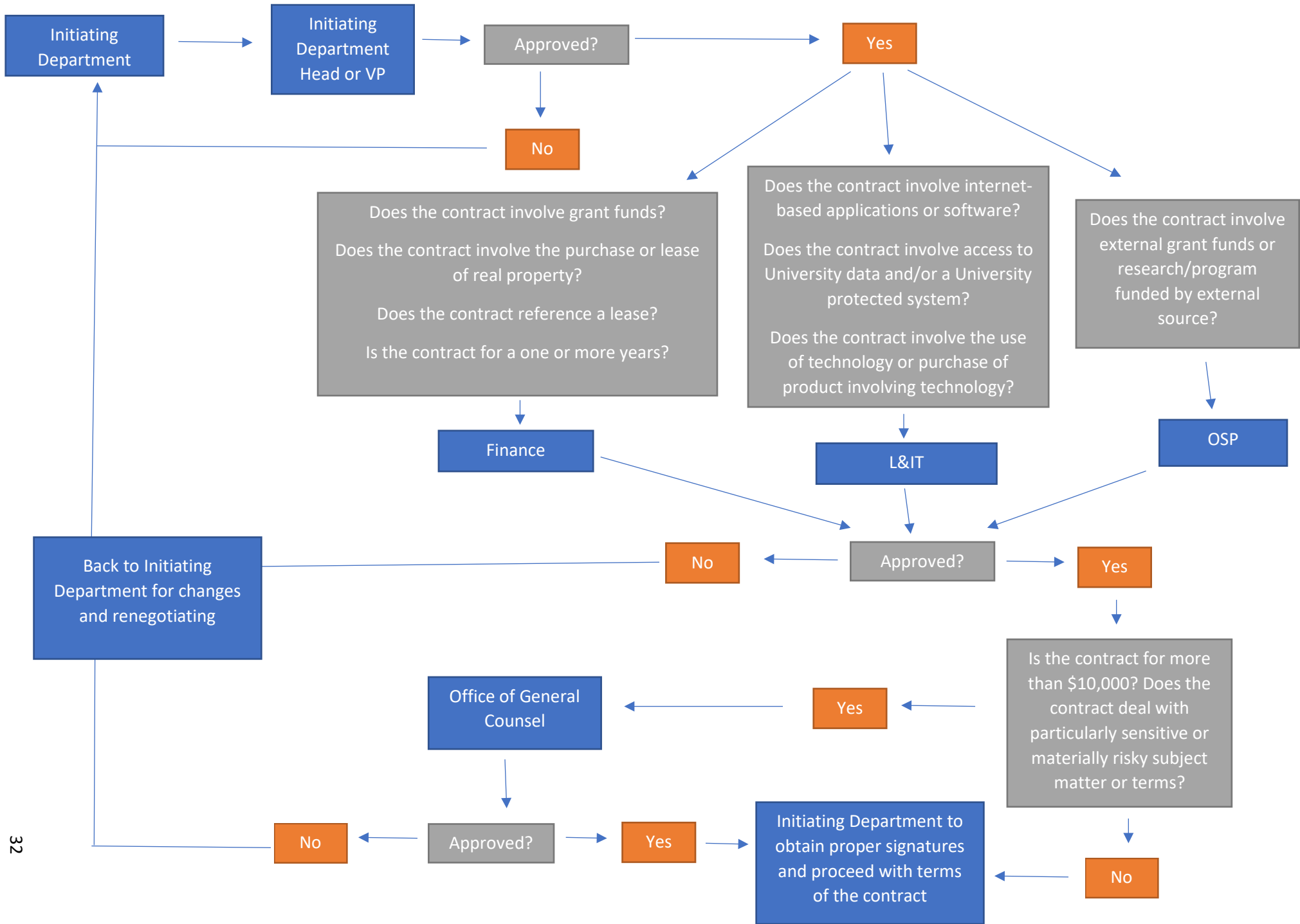
___ **Signature Lines:** Is there a place for each party's authorized representative to sign the contract? Does the person signing the contract have the authority to sign on behalf of Bucknell (see Bucknell's Signature Authority Matrix)? Does the other party's representative have the authority to sign on behalf of the other party?

NOTE: This checklist is for your general information and education only it does not constitute legal advice.

Appendix C

Contract Workflow Chart

Contract Routing Form Workflow



Appendix D

BUCKNELL UNIVERSITY Insurance Documents Required from Contractors

In addition to a **contract** for services rendered and professional **license/certification** (if applicable), Bucknell University also requires that all vendors providing services or equipment on campus provide **evidence of proper insurance coverage** (as indicated below) and/or sign an **indemnification rider** (as indicated below). All indicated documents should be submitted to the initiating department and Bucknell's Risk Management office.

Evidence of proper insurance coverage, as provided on the Certificate of Insurance (COI)

- 1) A Certificate of Insurance must be provided as evidence of insurance. In addition, Bucknell must be named as an additional insured on the certificate. Below are the details of what must be included on the certificate.
 - A minimum limit of \$2,000,000 per occurrence for general liability (*Please note: This limit is subject to change based upon the nature of the service provided and associated risk. The limit stated is a general rule of thumb, but a review with Risk Management should occur to identify the specific required limit based on the 3rd party engagement with Bucknell.*)
 - A minimum limit of \$3,000,000 general aggregate liability (*Please note: This limit is subject to change based upon the nature of the service provided and associated risk. The limit stated is a general rule of thumb, but a review with Risk Management should occur to identify the specific required limit based on the 3rd party engagement with Bucknell.*)
 - List Bucknell as additional insured with the following language added to the COI:

Bucknell University is named as additional insured. This policy will be primary and non-contributory to any other coverage maintained by the additional insured when the sole negligence of the insured results in litigation in which the additional insured is also named as defendant.

The additional insured will be provided with legal defense in accordance with the terms of this policy.
- 2) Contractors must also provide evidence of:
 - a. Auto insurance
 - b. General liability umbrella/excess coverage (if applicable)
 - c. Workers' Compensation
 - d. Pollution Liability (if applicable based on the project scope)
 - e. Liquor liability (if applicable to the event)
 - f. Sexual abuse/molestation (if applicable to the event)
 - g. Professional liability (if applicable to the event)
- 3) The enclosed/attached Indemnification Rider (with insurance language) must be reviewed, signed by an authorized member of the vendor's organization and returned with the COI.

BUCKNELL UNIVERSITY DOCUMENTS REQUIRED OF VENDORS

In addition to a **contract** for services rendered, professional **license/certification** (if applicable), **waiver form** for guests (if applicable), **evidence of workers' compensation** (if applicable) and **any other requested document(s)**, Bucknell University also requires that all vendors providing services or equipment on campus or at Bucknell sponsored events provide **evidence of proper insurance coverage** and/or sign an **indemnification rider**.

Evidence of proper insurance coverage

Evidence of insurance will need to include 1) a Certificate of Insurance (as specified below) and 2) a signed Indemnification Rider provided by Bucknell University.

- 1) A Certificate of Insurance must be provided as evidence of insurance. In addition, Bucknell must be named as an additional insured on the certificate. Below are the details of what must be included on the certificate.
 - The producer, insured and certificate holder must be identified
 - A minimum limit of \$2,000,000 per occurrence for general liability (*Please note: This limit is subject to change based upon the nature of the service provided and associated risk. The limit stated is a general rule of thumb, but a review with Risk Management should occur to identify the specific required limit based on the 3rd party engagement with Bucknell.*)
 - A minimum limit of \$3,000,000 general aggregate liability (*Please note: This limit is subject to change based upon the nature of the service provided and associated risk. The limit stated is a general rule of thumb, but a review with Risk Management should occur to identify the specific required limit based on the 3rd party engagement with Bucknell.*)
 - Description of the event and time frame of the event (including set up time, the event and post-event breakdown/cleanup)
 - The following two paragraphs which name Bucknell University as an Additional Insured:

Bucknell University is named as additional insured. This policy will be primary to any other coverage maintained by the additional insured when the sole negligence of the insured results in litigation in which the additional insured is also named as defendant.

The additional insured will be provided with legal defense in accordance with the terms of this policy.

Reason the above wording **MUST** be included on the Certificate of Insurance:

The wording guarantees your carrier understands your policy will be the primary policy regardless of any other insurance Bucknell University may carry, when the sole negligence of anyone in your party results in litigation in which Bucknell is named as a defendant.

It also provides assurance that your insurance will provide Bucknell with legal defense.

Without the addition of this wording on the certificate, Bucknell is unable to accept the policy.

- The certificate must be completed, signed by your agent and returned at your earliest convenience.
- 2) The enclosed/attached Indemnification Rider must be reviewed, signed by an authorized member of your organization and returned with the Certificate of Insurance.

Indemnification Rider when no provision of evidence of insurance

If unable to provide evidence of proper insurance as specified above, alternately the vendor may sign an Indemnification Rider provided by Bucknell University. If this is the option needed, respond with a request for the Indemnification Rider.