

Contract FAQs: Benedictine Contract Terms, What’s Acceptable and Not**What “terms and conditions” of a contract always require Legal Review?**

1. Terms and Conditions:
 - a. Requiring the University to “indemnify” or “hold harmless” or insure any outside party.
 - b. The term, i.e. duration of the contract exceeding one year or containing an automatic “renewal” clause.
 - c. Requiring that the laws of any country or state other than Illinois govern interpretation of the agreement and/or establishing that “venue” for any dispute be in any country or state other than Illinois.
 - d. Allowing sharing of or access to our databases and/or systems, or confidential Benedictine University data, including but not limited to student, employee or alumni private information.
 - e. Authorizing the use Benedictine University’s intellectual property (such as University logos, marks, artwork, symbols, or copyrighted material), or the issuance of any press release.
2. Types of Contracts:
 - a. Involving the lease or purchase of real estate
 - b. Involving off-campus educational programs or activities
 - c. Independent contractor and consulting agreements

What if any, contracts do not require Legal review?

1. Contracts utilizing any approved Benedictine University Standard Form Agreement—without change.
2. Renewals of contracts reviewed and approved by University Chief Compliance Officer and Legal Counsel within the past two years (with the exception of those in #2 above), and which contain no new or different terms other than effective date, product and pricing.
3. Contracts originating with the College of Science conforming to the Uniform Biological Material Transfer Agreement.

What general contract terms are required and what terms are unacceptable in all contracts?

1. Required:
 - a. Insurance. The University requires vendors to carry insurance and to name the university as an additional insured on their policies. See Exhibit B.
 - b. Infringement Indemnity. The University requires vendors of software and technology equipment to indemnify the University against infringement claims.
 - c. Ethics. The University requires vendors to agree ethical conduct to not give gifts or other inducements of more than minimal value to university employees.
2. Unacceptable:
 - a. Late fees. The University does not agree to contract terms requiring it to pay late charges.
 - b. Taxes. The University is a tax exempt entity and does agree to contract terms requiring it to pay taxes.