A DAY IN THE LIFE OF OGC CONTRACTS

The other side of the inbox...
<table>
<thead>
<tr>
<th>Area</th>
<th>OGC Team Members</th>
<th>Group Inbox/Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming sponsored research projects (fund 30)</td>
<td>SRA Team: Mike, Cristina, Joe, [Vacant] Sandra</td>
<td>InfoEd, OGC Continuation Formstack  [Email]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Email]</td>
</tr>
<tr>
<td>Incoming fee for service projects (fund 20)</td>
<td>Joe</td>
<td>[Email]</td>
</tr>
<tr>
<td>Outgoing Subcontracts</td>
<td>Yingfei</td>
<td>[Email]</td>
</tr>
</tbody>
</table>

OGC Contracts Team
OUR MISSION

Review or draft all agreements so that they:

1. Meet University Policy requirements
2. Are compliant with state or federal statutory requirements
3. Mitigate any risk involved in the project
4. Balancing the needs of our PI and research against any inherent risks with proceeding with the agreement
**Review Process - Incoming Sponsored Projects**

*How can I check the status of my agreement?*

**The InfoEd Agreements Tab:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-Feb-2022</td>
<td>Fully Executed</td>
</tr>
<tr>
<td>14-Feb-2022</td>
<td>Partially Executed</td>
</tr>
<tr>
<td>11-Feb-2022</td>
<td>Reviewed/Redlined</td>
</tr>
<tr>
<td>10-Feb-2022</td>
<td>Received by Reviewer</td>
</tr>
<tr>
<td>26-Jan-2022</td>
<td>Received</td>
</tr>
</tbody>
</table>

**Agreement Comments**

- 3/9: Sent response back to sponsor (CD)
- 3/3: Reached out to dept to clarify funds; Received publication waiver from Dr. Flagg; Received response from sponsor (CD)
- 3/2: Sent publication waiver to Dr. Flagg; Sent sponsor redlines (CD)
- 2/28: Dept sent the signed PI publication waiver (CD)
- 2/25: Reached back out to dept on clarification of funds, sponsor contact and publication waiver (CD)
- 2/16: Reached out to dept to confirm and update funds (CD)
Review Process- Fee for Service

1. Email received at ogc.revenue
2. Review email for details on SOW/project/services
3. Provide appropriate template (Lab Services Agreement, Professional Services Agreement, Master Services Agreement, Incoming/Outgoing Equipment Loans, etc.)
4. Negotiate any terms
5. Provide partially executed copy of finalized agreement
Review Process - Outgoing Subcontracts/awards

1. Review Formstack Details and save all attachments
2. Ensure subrecipient commitment form, SOW, budget, contract packet, and any other required attachments are included
3. Locate Incoming Award in InfoEd & ensure incoming award is set-up
4. Perform Risk Assessment Questionnaire
5. Verify DUNS is not included as an “excluded entity” on sam.gov
6. Draft Subcontract and Routing Form
   Once partially executed...
7. Send to Post Award team for review and approval
8. Execute the sub, upload it to CU Marketplace, approve the requisition/PO revision, and return it to you for your records
NEGOTIATION PROCESS aka “REDLINING”

ROUTINE CHECKS

- University Name is compliant/consistent
- Consistent Party References
- Clear & identifiable billing terms
- Audits/Inspection
- Confidential Information
- Debarment/Misconduct
- PHI/HIPAA
- Data Privacy/Use
- “Shall”
- Weird Stuff
NEGOTIATION PROCESS aka “REDLINING”

BIG TICKET ITEMS

- Liability caps/Special Damages
- Insurance terms
- Correct F&A Rate Applied
- Indemnification language
- Publication
- Binding Dispute Resolution
- Governing Law language
- Mutual Termination
- Intellectual Property terms
- Warranty Language
Indemnification

Grantee shall be responsible for its own negligent acts or omissions or those of its officers or employees while performing their professional duties as set forth in this Agreement and the Protocol, to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in C.R.S. §24-10-101 to §24-10-120 to any claims resulting from the performance of the Institution or its employees under this Agreement.

As a condition of this grant, the grantee agrees to hold harmless and indemnify the American Psychiatric Association Foundation, American Psychiatric Association, its subsidiary organizations, and their directors, officers, employees, and agents against any costs or damages arising out of any claim, action, or proceeding arising out of, or resulting from, work performed under this grant and/or the American Psychiatric Association and American Psychiatric Association Foundation’s support of grantee.
9.610.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law rules requiring the application of different law. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be submitted to a court of applicable jurisdiction in the State of Colorado, and each Party hereby consents to the jurisdiction and venue of such court.

10.6 The parties agree to remain silent with respect to governing law.
ADDITIONAL REVIEW TIME

- Sponsor delay in returning redlines
- Misrouted agreements or a lack of clear SOW
- Agreement terms require review by separate University office
- Problematic agreement terms exist or cannot be negotiated out successfully; waiver process
- Missing/incomplete agreement terms
- F&A rate exception documentation
- (formerly) Blank Attachment 3B
- Missing Sponsor Email
- Amendments submitted out of order or missing previous amendments
- DocuSign requests
- Revisions to agreement after CU signs
- Laundry List of FAR clauses
- External party insists on using their template instead of ours
- Current volume of agreements in review queue
- New “Subrecipient Name” field
- New Cost Reimbursement or Fixed Price selections
- New Animal Subjects checkbox
- Clarifications on what the “Proposal Routing Number” and “Previous FY Number” are
- Redirection if incoming prime award is not yet set-up
- New questions regarding potential exchanges of Human Subjects Data (Attachment 7)
- Additional attachment fields added
- Ability to save and finish later