



OGC Contracts Team Talk

CONTRACT REVIEW AND
DRAFTING PROCESS

SUBCONTRACT FORMSTACK
UPDATES



A DAY IN THE LIFE OF OGC CONTRACTS

The other side of the inbox..

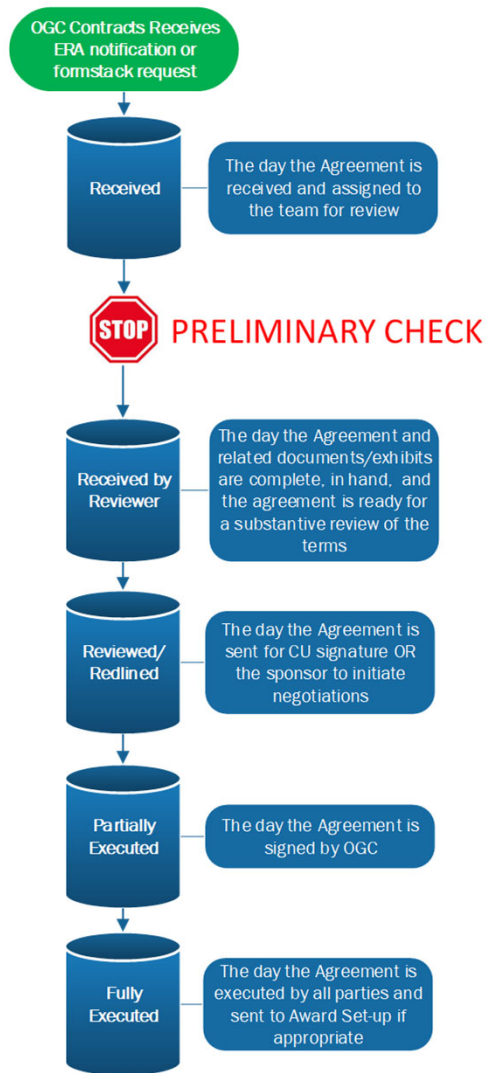
Area	OGC Team Members	Group Inbox/Systems
Incoming sponsored research projects (fund 30)	SRA Team: Mike, Cristina, Joe, [Vacant] Sandra	InfoEd, OGC Continuation Formstack ogc.contracts@ucdenver.edu
Incoming fee for service projects (fund 20)	Joe	ogc.revenue@ucdenver.edu
Outgoing Subcontracts	Yingfei	RSA, Sub & Amendment Formstacks ogc.subcontracts@ucdenver.edu

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



How can I check the status of my agreement?

The InfoEd Agreements Tab:

DATE ^	STATUS
16-Feb-2022	Fully Executed
14-Feb-2022	Partially Executed
11-Feb-2022	Reviewed/Redlined
10-Feb-2022	Received by Reviewer
26-Jan-2022	Received

[Agreement Comments](#) [Edit](#)

Agreement

3/9: Sent response back to sponsor (CD)

3/3: Reached out to dept to clarify funds; Received publication waiver from Dr. Flaig; Received response from sponsor (CD)

3/2: Sent publication wavier to Dr. Flaig; Sent sponsor redlines (CD)

2/28: Dept sent the signed PI publication waiver (CD)

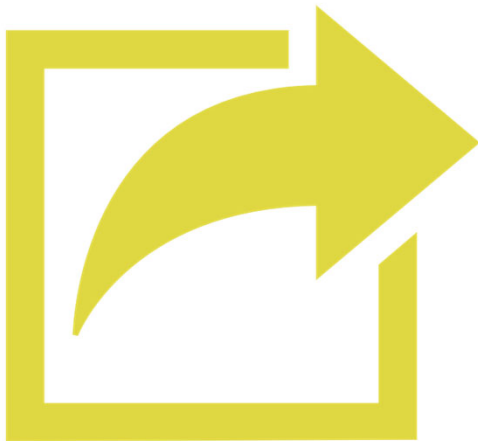
2/25: Reached back out to dept on clarification of funds, sponsor contact and publication waiver (CD)

2/16: Reached out to dept to confirm and update funds (CD)

Review Process- Incoming Sponsored Projects

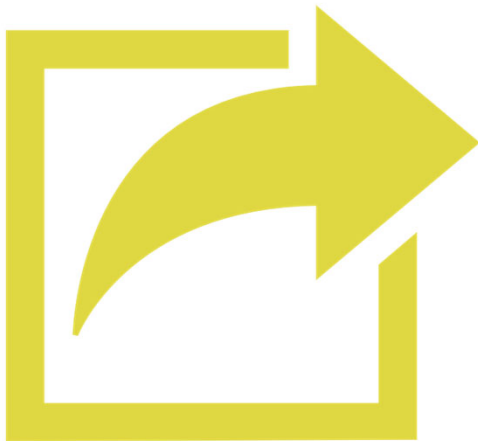
As our team reviews agreements, we populate InfoEd with particular statuses on the Agreements Tab & copy you on any emails along the way

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*

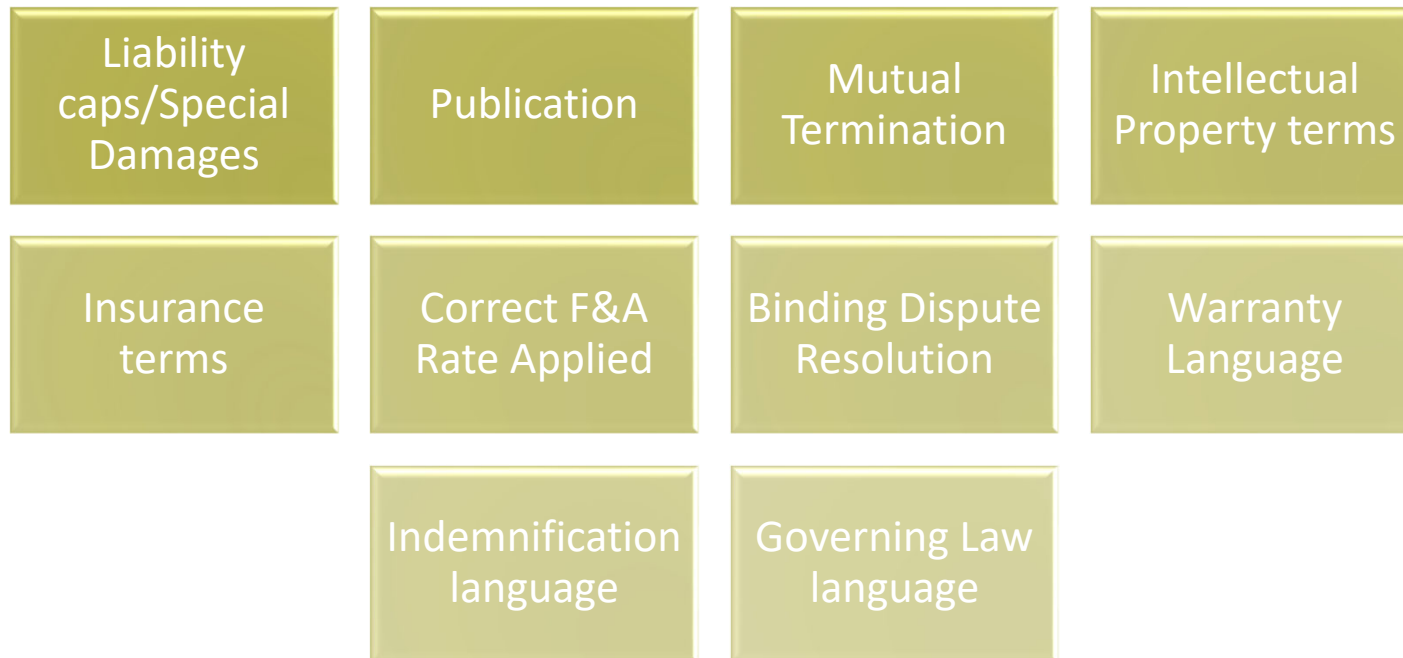
NEGOTIATION PROCESS aka “REDLINING”

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



INDEMNIFICATION

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.~~

GOVERNING LAW

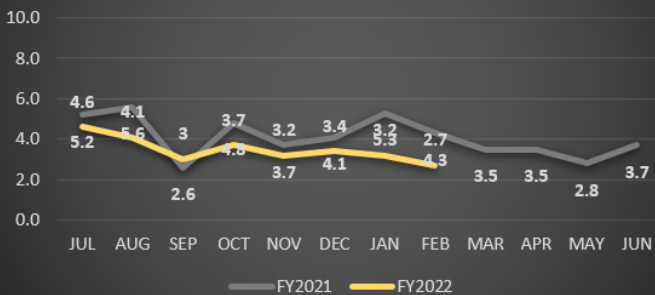
~~9.6~~10.6 This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Colorado~~California, without regard to conflicts of law rules requiring the application of different law. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be submitted to a court of applicable jurisdiction in the State of ~~Colorado~~California, 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.

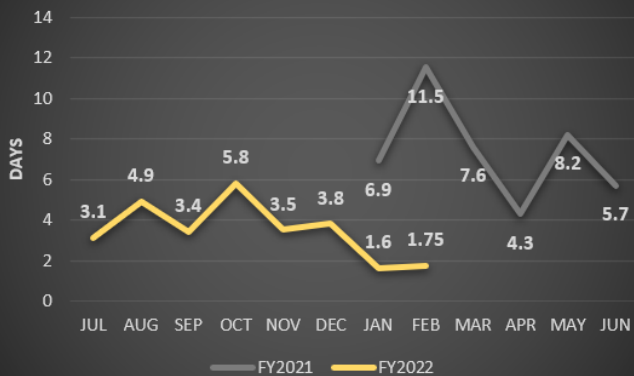
ADDITIONAL REVIEW TIME

- 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

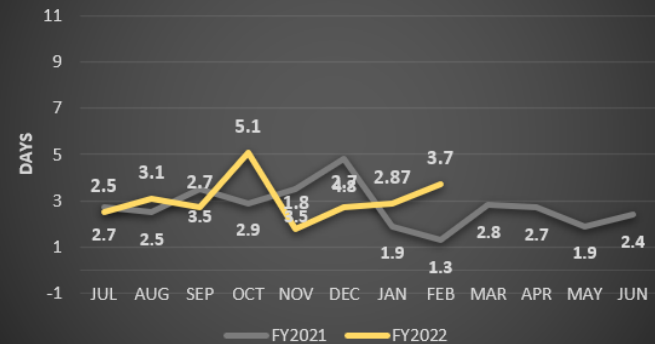
OGC Average Incoming Sponsored Projects Agreement Rvw Duration: Ready for Review -> OGC Reviewed



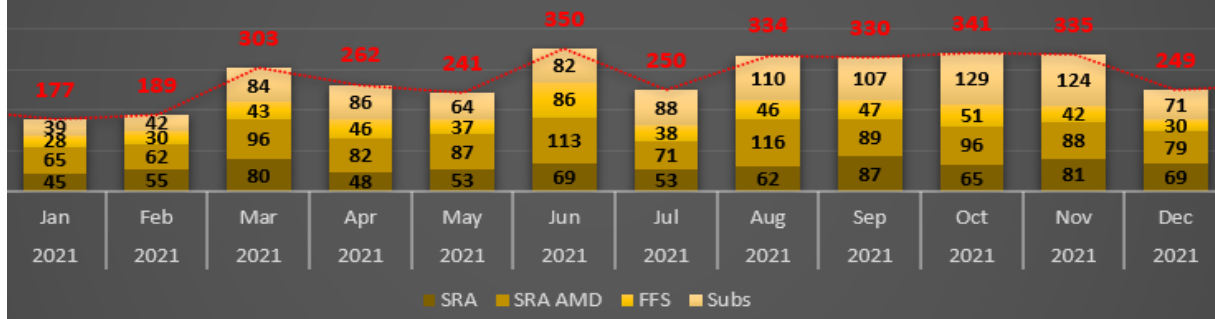
OGC Average FFS Review Turnaround



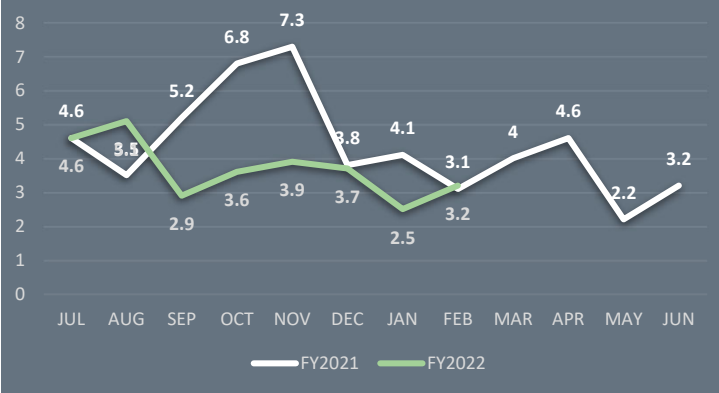
OGC Average Outgoing Sub Draft Turnaround



Monthly OGC Agreement Submissions by Area



Avg Duration: Incomplete Submission Incomplete Request -> Ready for Rvw





SUBCONTRACT FORMSTACK GUIDELINES

Subcontract Formstack Changes Overview

- 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

Attachment 7 Human Subjects Data Transfer and Use Terms

Human Subjects Data (“Data”) will be exchanged under this Subaward (check all that apply):

- From Subrecipient to PTE
- From PTE to Subrecipient

1. The Party providing the Data will be referred to as the “Provider,” and the Party receiving the Data will be referred to as the “Recipient” as reflected above in this section.
2. The Data to be shared will be .
3. Provider authorizes Recipient to share the Data as may be required under the data sharing plan for this project, as may be required by the Data Sharing & Access section of this Agreement.
4. Upon completion of the Recipient shall retain or destroy the Data as instructed by the Provider; provided, however, that Recipient may retain one (1) archival copy of the Data.
5. Description of Data (Description is required if data is categorized as “Other” above; Optional otherwise):

Description of Data:

Data exchanged may include, PHI, PII and Limited Data Sets. Data terms are included on the next page of this Attachment 7.