

## Contract Checklist for Duke University Purchases of Routine Goods and Services <\$10,000

[Purchase Order Terms & Conditions | Procurement | Duke](#)

### CONTRACT REQUIREMENTS

#### **Subject Matter**

- Confirm that the Contract is not any of the following: IT Contract (including AI, Software License, Cloud Computing, SaaS, IT Professional Services, and IT systems equipment); Contract for the processing, storing, or handling of Duke data, personal data, student data, and/or protected health information; Contract involving the creation, ownership, or licensing of IP; Purchase using externally sponsored research funds; Contract with an international entity; Enterprise-wide University Contract; or a Contract for the purchase of hazardous or radioactive materials.

#### **Contract Term & Termination Rights**

- Start date (or “Effective Date”) and end date that clearly identify the term (duration) of the contract
- NO auto-renewal
- NO requirement that notice of non-renewal or termination be provided by a certain time (e.g., 90 days before the end of the term)
- 3-year maximum contract term
- Termination for convenience must be included (allowing Duke to terminate with no cause *at any time*)
- NO termination fees of any kind (e.g., early termination fees if Duke terminates without cause)

#### **Invoicing & Payment Terms**

- 30-45 day payment terms (time begins at the receipt of an accurate invoice)
- Firm pricing for the term of the agreement
- Sales tax exemption language must be included (see Section 7 of website PO Terms & Conditions)

#### **Details Regarding Products or Services**

- Review Duke’s obligations under the contract and confirm Duke stakeholders agree to fulfill those obligations
- Include detailed descriptions of the products and/or services to be provided by the vendor
- For products, shipping/delivery terms must be FOB Destination
- Review order cancellation terms (remove or change as needed to avoid financial risk to Duke for order cancellations)

#### **Key Terms and Conditions**

- Confirm correct Duke legal name is used in the contract (only Duke University)
- Confirm that the agreement or relationship is non-exclusive and Duke may buy the same services or products from any other vendor
- Do not agree to have Duke indemnify the vendor. Include Indemnification language for Vendor to indemnify Duke (See Section 2 of website PO Terms & Conditions)
- Do not agree to any limitation of liability for the Vendor
- Confirm that the agreement does not restrict Duke from competing with the vendor in any way (e.g., developing or researching similar products or services)
- North Carolina governing law (Delaware is also acceptable)
- Duke’s name and trademark cannot be used. Include “Publicity and Use of Duke Name” language from Section 28 & 29 of website PO Terms & Conditions

#### **Contract Administration**

- Ensure all facilities are included in the agreement with the correct addresses as well as a department contact
- Confirm all contact information (e.g., email, fax, mailing address, AP information)

- Notices section (with addresses for legal notices) must include Duke Procurement and Legal contact details
- Confirm both parties have signed and dated on all required signature lines (including any orders, exhibits, or attachments with signature lines)
- Provide executed copy of the agreement (including all orders, exhibits, and attachments) to Duke Procurement

**INSURANCE REQUIREMENTS**

- Vendors providing **any goods, materials or services** must provide a current Certificate of Insurance that demonstrates that they have sufficient insurance coverage (see Section 15 of website PO Terms & Conditions for insurance requirements). Review Duke's obligations under the contract and confirm Duke stakeholders agree to fulfill those obligations
- If Vendor requires any insurance from Duke, please check with Duke Procurement