

**CONTRACT ADVISORY**

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*Updated October 1, 2008*

RELATING TO CONTRACT BETWEEN UNC CHARLOTTE AND \_\_\_\_\_

**IF (A) YOU HAVE BEEN DELEGATED AUTHORITY, IN WRITING, TO SIGN THIS CONTRACT, AND (B) YOU HAVE ASSESSED THE RISKS INVOLVED IN AGREEING TO THE CONTRACT CLAUSES MARKED BELOW, AND (C) YOU CHOOSE TO APPLY THE CONTRACT ADVISORY PROCESS, THEN THIS CONTRACT ADVISORY MUST BE REVIEWED AND SIGNED BY YOUR SUPERVISOR BEFORE YOU SIGN THE CONTRACT. ONCE SIGNED, THIS CONTRACT ADVISORY MUST BE ATTACHED TO THE CONTRACT CHECKLIST WHEN FILED WITH THE APPROPRIATE OFFICE.**

This Contract contains terms that would impose unusual and generally unacceptable liability on UNC Charlotte. The UNC Charlotte Office of the General Counsel and the Attorney General of North Carolina strongly recommend that such terms be deleted. However, the decision whether to assume risks associated with such terms is left to the supervisor (department head or higher) of the person authorized to sign the Contract.

Therefore, if the decision to enter the Contract without deleting the terms that have been identified as contrary to State and/or University policy means that (a) any damages or costs that result from the presence of those terms must be paid from the budget for your unit, and (b) your unit is accepting the risk that such terms will prevent the university from collecting damages that might otherwise be available under general contract law principles.

***I hereby accept provisions in the proposed Contract which require the approval of the appropriate Supervisor because they present risks that legal counsel has advised against accepting. I understand that my decision exposes my department to possible losses, damages or inability to collect damages that would otherwise be owed. I have initialed below the Contract Checklist items for which I am accepting those special risks:***

- [II.1](#) \_\_\_\_\_ *Limits other party's liability*
- [II.2](#) \_\_\_\_\_ *Acceleration clause*
- [II.3](#) \_\_\_\_\_ *Late payment penalties*
- [II.4](#) \_\_\_\_\_ *Statute of Limitations or Injunctive relief or liquidated damages*
- [II.5](#) \_\_\_\_\_ *Repossess property or action outside court proceedings*
- [II.6](#) \_\_\_\_\_ *Grant ownership rights*

Authorized contract signatory signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized contract signatory printed name: \_\_\_\_\_

Supervisor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's printed name: \_\_\_\_\_