

CONTRACT ADVISORY

Updated October 25, 2013

RELATING TO CONTRACT BETWEEN UNC CHARLOTTE AND

IF (A) YOU ARE THE UNIVERSITY OFFICIAL WITH BUDGET AUTHORIZATION OVER THE DIVISION/UNIT/SCHOOL/COLLEGE INITIATING 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 YOU ARE AUTHORIZED TO SIGN THIS CONTRACT ADVISORY. 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 Legal Affairs 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 official who has control of the budget for the affected division/unit/school/college that desires to enter into this 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 even though 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:

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

Signature of official with budget authority: _____ Date: _____

Printed name and title of official with budget authority: _

Name: _____

Title: _____