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 AGREING 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: ____________________________________________________________________________