

CONTRACT ADVISORY (For Internal NC A&T Use Only)
 North Carolina Agricultural & Technical State University

Proposed Contract between NC A&T State University and _____

Type or Subject Matter of Contract: _____

Division: _____ College/School: _____

Department: _____ Unit/Office: _____

Reviewer: _____

The above-referenced contract contains one or more provisions that are normally unacceptable to North Carolina A&T State University based on written legal advice from the North Carolina Attorney General, who provides legal advice and representation to state institutions and government agencies.

Limits other party's liability	Equitable relief or injunctive action or irreparable harm
Statute of limitations	Liquidated damages or cancellation fees
Acceleration clause	Repossess property or action outside court proceedings
Late payment penalties or finance charges	Grant of ownership rights (security interest or UCC statement) to other party

The decision of whether to assume risks of contractor non-performance, default, defect, and other liabilities is left to the department head (or higher) who has control of the budget for the affected division/college/school/department/unit that wants the product or service being provided under the proposed contract.

If you are the University official with budget authorization over the division, college, school, department, or unit initiating the subject contract; and you have assessed the risks involved in agreeing to the contract clauses marked above; and you agree to assume the budgetary risks indicated above, then you are authorized to sign this Contract Advisory.¹ **Once signed, the Contract Advisory must be attached to the completed Contract Checklist and routed with the contract internally or in IntelAgree (including for legal review and when sent to the administrator with signature authority).**

The decision to enter the contract without removing the terms that have been identified as contrary to State law and/or 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. **By signing below, you accept provisions in the proposed contract even though they present risks that legal counsel has advised against accepting. You understand that your decision exposes your**

¹ This Contract Advisory is not intended to make any individual personally liable under this contract unless an individual would be otherwise liable in accordance with University Policy 1102, Signature Authority and Delegation of Authority to Sign Contracts and Delegations of Signature Authority, Appendix A to University Policy 1102, Signature Authority.

division/department/college/school/department/office/unit to possible monetary losses, damages, or inability to collect damages that would otherwise be owed.

Printed Name and Title of Official with Budget Authority

Name: _____ Title: _____

Signature of official with **budget** authority: _____ Date: _____

Note: This may not be the same as the person with the authority to sign the contract to bind the University.

Name and signature of individual with authority to sign the contract to bind NC A&T pursuant to Delegations of Signature Authority, Appendix A to University Policy 1102, Signature Authority.

Name: _____ Signature: _____ Date: _____