

General Counsel Contract Review Process

General Considerations

The University will not hold harmless or indemnify an outside contracting agency beyond liability governed by the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et. seq.

William Paterson University is a public entity of the State of New Jersey and will NOT agree to the following:

1. To be governed by the laws of another state;
2. To comply with any court ruling of a jurisdiction outside of the State of New Jersey;
3. To submit to binding arbitration;
4. To pay attorney fees or injunctive relief except for what is required by a court of competent jurisdiction.

Review Process

1. The School or contracting unit within the school obtains approval from the appropriate school administrator to engage in a contract with an outside entity.
2. The School or contracting unit within the school reaches out to the outside contracting entity, or vice a versa, and develops or receives a written contract.
 - a. To the extent possible, efforts should be made to develop and utilize a standard form of contract, particularly when such contracts are engaged in repeatedly. (Legal can assist in arriving at a suitable form contract.)
 - b. The School or contracting unit within the school reviews the contract and determines if it can comply with the terms of the contract as drafted. **The school or contracting unit must review the contract first prior to it being sent to Legal, as only they know if they have the ability to meet the terms required by the contract.** For example, Legal has no ability to make a determination if the school is willing to send one faculty advisor or two, whether the department's budget will permit any contractual expenditures, or whether the contracting unit is willing to notify the student of all the healthcare polices of the outside contracting party.
 - c. The contract is sent to Legal for legal review along with a signed and completed [General Counsel Contract Approval Cover Sheet](#). Every effort should be made to provide a contract that is in an editable form, such as Word. Documents received as PDFs will be returned to the internal provider with a request for an editable document.
3. The coversheet should be emailed along with the contract to OGC@wpunj.edu. The review by OGC will ensure that the contract meets the requirements of the law. As noted above, just because a contract meets legal review, does not mean that the school or contracting unit can actually meet the requirements of the contract. Thus, the entire review process must continue to engage both Legal and the school or contracting unit.

- a. If no changes are made by Legal and the contract has been previously approved by the school or contracting unit and previously approved by the outside contracting party, the contract will be forwarded to one of the three school officials authorized to sign contracts, (the President, the Provost or the Senior Vice President for Finance and Administration) unless one of those officials has delegated that authority to some other designee within the school or contracting unit.
- b. If changes are made to the contract in the review process by any party, or the outside contracting party has not reviewed or approved the contract as written, the contract will be returned to the school or contracting unit to be forwarded to the outside contracting entity for review. Both the school/contracting unit and the outside contracting entity must review any changes made by Legal. (The former because the legal changes may further affect the school or contracting unit's ability to meet the terms of the contract, of which Legal would be unaware.)
- c. Upon review by the outside contracting entity, the document will be returned to the school or the contracting unit and will be forwarded to Legal. Any changes made by the outside entity will require a new review by OGC. Approval by legal will be evidenced by an email.

All changes to the contract, whether legal or administrative, will be reviewed by Legal AND the school or contracting unit so that a final determination can be made that the contract is legally compliant AND that we are able to fulfill the terms of the contract. The loop between 4(b) and 4(c) will continue until no further changes are required to the contract. Then the contract will be forwarded by to the applicable University signatory as per 4(a).