



## APPENDIX

# Checklist for Purchasing Contracts That Are Exempt From Review By The Office Of The General Counsel

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**Related Policy:** [Entering into Contracts](#)

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Note: Send External Sales contracts to the [External Sales Office](#), and Real Estate contracts to the [Real Estate Office](#).

Purchasing contracts need not be sent to the Office of the General Counsel (“OGC”) for review if they are on a standard University form or have already been reviewed and approved by the OGC. You need not send other purchasing contracts to the OGC if each of the following criteria is met. For audit purposes, complete this form and keep it with the contract to which it applies.

- 1. The value of the contract is less than \$10,000.
- 2. The “choice of law” or “venue” provision is Minnesota or the contract has no such provision.
- 3. The contract does not require the University to indemnify the other party. (If you are not sure what that means, search the contract for “indemnify,” “indemnity,” “defend,” and “hold harmless.”)
- 4. The contract does not require the University to waive or release any claims or to limit the University’s remedies.
- 5. There is no provision for the University to pay the other party’s attorney fees or litigation costs.
- 6. The contract does not transfer intellectual property (e.g., patentable inventions, copyrights, or trademarks), from the University to the other party, or from the other party to the University.
- 7. The contract does not involve any private or personal information, health care information, credit card data, non-directory student data (“FERPA” data), or private-restricted or private-highly restricted data. See [Data Security Classification](#).
- 8. The contract contains no confidentiality provision.
- 9. The contract does not give the other party the right to use the University’s name, logo, or trademark.
- 10. If the contract has the University making any “representation” or “warranty,” each of the representations or warranties is clearly current, accurate, and complete.
- 11. If the vendor is located in another country, in the text portion of your PO, insert: "When equipment is ready to ship, please contact our Import/Export Broker at (651) 367-8810 or email at [mspimports@dbschenker.com](mailto:mspimports@dbschenker.com)"
- 12. The transaction does not create an unreasonable risk of harm to the University’s mission, reputation, or funds. (See Appendix, *Assessing Risk in the Business Terms of a Contract*.)

If a contract is exempt from OGC review, you should still follow the Purchasing Contract Guidelines to be sure you are getting the contract that best protects the University’s interests.