Below is a checklist of steps to follow when seeking contract assistance from the Office of General Counsel (OGC). A more detailed summary of the contract review process follows.

1. **Contact OGC as early as possible.** Send a detailed summary of your proposed business or academic arrangement and the corresponding timeline to OGC. If the other party has provided a draft contract, send it to OGC along with your initial questions or comments. If you do not yet have a contract, OGC will provide you with a form contract or draft a contract customized for your transaction.

   OGC main telephone: (212) 998-2240
   OGC email address for contract review requests: OGC.contractreview@nyu.edu
   A list of OGC attorneys by practice areas can be found [here](#).

2. **Read all the business terms carefully and provide your comments and questions to OGC as soon as possible.** Make sure the contract accurately and fully reflects the proposed academic or business arrangement; the financial terms, operational details, and any factual information are accurate; and your school or department is able to comply with all requirements in the contract.

3. **Send the contract simultaneously to the Office of Insurance and Enterprise Risk Management (OI&ERM).** OI&ERM will review the insurance, indemnification, and liability provisions (submit the contract [here](#) or via email to insurancecontractreview@nyu.edu).

4. **Carefully read and respond to OGC’s comments on the contract.** You are responsible for responding to all comments and questions raised by OGC and removing any comments that are not directed to the other party. Never share communications between you and an OGC attorney with outside parties as this could destroy the attorney-client privilege.

5. **Negotiate the contract with the other party.** Keep OGC involved as necessary and be sure not to agree to any changes to the contract without first consulting with OGC (or OI&ERM if related to insurance, indemnification, or liability terms). Never communicate directly with the other party’s counsel without an OGC attorney’s participation.

6. **Finalize the contract.** Make sure that OGC, OI&ERM, and any required persons in your school or department have reviewed and approved the final contract.

7. **Have all parties sign the contract and send OGC a final executed copy.** Only authorized persons may sign a contract for NYU as specified in NYU’s Signature Authority Policy, a copy of which can be found [here](#).
NYU OFFICE OF GENERAL COUNSEL
CONTRACT REVIEW GUIDELINES

The Office of General Counsel (OGC) drafts, reviews, and negotiates many types of contracts for NYU and its affiliates. To assist you efficiently and in a timely manner, we ask that you follow these guidelines when requesting assistance with a contract.

What is a Contract? A “contract” is a legally enforceable agreement between two or more parties. It may involve the purchase of goods or services, or it may involve performing certain obligations with no payment at all (such as keeping information confidential or collaborating on a research initiative). Importantly, the title or form of a document does not determine whether or not it is a contract. Whether called an “agreement,” a “memorandum of understanding,” or “terms and conditions,” and even if it takes the form of a letter or a purchase order, a written document may still constitute a legally binding contract.

Why is it Important to Follow These Guidelines? A good contract clearly defines the rights and obligations of each party and addresses potential remedies if a party fails to do what is agreed. Clear terms help protect each party’s interests and avoid later disputes. For example, a poorly worded contract may lead to a dispute about ownership of work product or may prevent NYU from terminating a program when its academic partner fails to meet NYU’s quality standards.

A “form” or “standard” contract provided by another party may contain one-sided or otherwise unfavorable terms that do not adequately protect NYU’s interests. Examples include overly broad indemnification terms that may result in NYU paying large amounts to cover another party’s losses or a publicity clause that allows another party to use NYU’s name to sell its own products without NYU’s permission.

OGC attorneys will review legal terms to ensure they are fair to NYU and will assist in making sure the terms are properly drafted. Signing an unfavorable contract without advance legal review may result in consequences for your school or department, such as incurring significant legal costs and other expenses, suffering reputational damage, or having to comply with onerous restrictions.

Who Should Review My Contract? OGC reviews all contracts, except for those described below.

<table>
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<th>Contracts Not Reviewed by OGC</th>
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<tr>
<td>• Sponsored research → Office of Sponsored Programs or Office of Industrial Liaison</td>
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<tr>
<td>• Contracts to purchase goods or services → Procurement Department</td>
</tr>
<tr>
<td>• Gifts → Office of University Development and Alumni Relations</td>
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Sponsored research includes grants and subawards for research and other programs funded by external sponsors. Contracts related to research and other programs funded by public and private not-for-profit sponsors are reviewed by the Office of Sponsored Programs. Contracts relating to research and other programs funded by industrial sponsors are reviewed by the Office of Industrial Liaison.

Contracts for the purchase goods or services by NYU (e.g., office supplies, catering, event venues, consulting, software licenses and other technology contracts), except for real estate and construction contracts, are reviewed by Procurement.
Agreements relating to monetary or other donations to NYU (e.g., letter agreements with individual donors or foundations) are reviewed by the Office of University Development and Alumni Relations.

These departments will contact OGC directly if OGC review of a contract is necessary. If your proposed arrangement does not fall under any of the listed categories, contact OGC and an attorney will be assigned to assist you. OGC’s general number is (212) 998-2240 and email address for contract review is OGCcontractreview@nyu.edu. A list of OGC attorneys by practice areas can be found here.

When Should I Involve OGC? We encourage you to reach out to OGC as early in the process as possible to ensure there is sufficient time to draft, review, and negotiate the contract. Be sure to inform OGC of the timeframe to complete your transaction and any other important deadlines. The review and negotiation process can take significant time depending on a number of factors, including the length and complexity of the contract, the time it takes for your school or department to address issues raised during the legal review, how long it takes the other party to respond to NYU’s comments, and the amount of negotiation required to reach agreement.

Is There a Standard Contract Form? OGC creates and keeps standard NYU form contracts for various arrangements, including engaging independent contractors, student exchanges, and institutional affiliations. It is best to use an approved NYU form contract whenever possible. This will ensure that NYU’s interests are protected and will save you time and effort.

You are responsible for completing a form contract to reflect your proposed academic or business arrangement, including filling in blanks and determining whether to include or delete language in brackets. OGC can help you complete a form contract if needed. If there is no form contract for your proposed business or academic arrangement, the OGC attorney will work with you to prepare a customized contract for your transaction. If OGC has previously given you a form contract for a prior transaction or prepared a customized form for your department or school, you can use that form for your current transaction. However, consult with an OGC attorney about any changes you make to that form.

Steps to Follow in the Contract Review Process

1. **If you have a proposed business or academic arrangement that will require a contract, contact OCG as soon as possible.**
   - Include a brief description of the business or academic arrangement to provide basic context for OGC.
   - Highlight any specific concerns or areas of risk that you may have identified regarding the arrangement.
   - Provide the date by which the final contract needs to be signed and the reasons for that timeframe.
   - If the other party has provided a draft contract, send it to OGC including any initial questions or comments you have about the contract.
   - If the contract is in another language, raises foreign law issues, or requires specialized counsel, OGC will engage translators or specialized counsel as needed.
   - If the other party has not provided a contract, OGC will either provide a form contract that you can update or draft a new contract to fit your transaction.

2. **Carefully read all business terms and provide your comments and questions to OGC as soon as possible.**
   - It is important that the relevant people in your school or department read the contract thoroughly to ensure that it accurately represents their expectations and any terms that have been agreed between the parties. OGC may provide comments on the business terms, but your school or department is ultimately responsible for determining that those terms are acceptable and for complying with them once the contract is signed.
   - Regardless of whether the contract was provided by the other party or by OGC, you should read the entire contract yourself, paying particular attention to the business terms to ensure that:
o The contract accurately reflects the proposed academic or business arrangement and all of the key business terms are addressed;
    o Financial terms, operational details, and any factual information are accurate; and
    o Your school or department is able to comply with all requirements in the contract (e.g., deadlines, reporting requirements, and restrictions).
    
- If you do not understand any part of the contract, ask OGC for guidance.
- Send OGC all your comments, questions, or proposed changes to the contract.

3. Send the contract simultaneously to the Office of Insurance and Enterprise Risk Management (OI&ERM).
   - OI&ERM is responsible for determining the minimum insurance and indemnification required for any proposed business or academic arrangement and will also review and comment on the insurance, indemnification, and liability terms in contracts provided by another party. At the same time that you send OGC a copy of the contract, you should also send a copy to OI&ERM for review here or via email to insurancecontractreview@nyu.edu. Be sure to also send OI&ERM any subsequent changes to the insurance, indemnification, or liability provisions of the contract.

4. Carefully review OGC’s comments on the contract.
   - When the other party prepares the contract, OGC will review it, identify legal and other issues that may need to be considered, and provide comments, questions, and suggested edits. In some instances, OGC may instead recommend using an approved NYU form contract.
   - When OGC provides you with an approved NYU form contract or a customized contract, OGC will review any updates or changes you or the other party and its counsel make to the contract and provide comments, questions, and suggested edits.
   - In both cases, you are responsible for reviewing and responding to these comments and any subsequent comments from OGC.

5. Negotiate the contract with the other party.
   - Sometimes OGC will lead the negotiation with the other party’s legal counsel, but may still ask you to participate in the discussions so that you can address issues relating to the underlying business or academic arrangement as well as leverage your relationship with the other party.
   - Sometimes you – and not the OGC attorney – will negotiate the contract with the other party. In such case, you must always:
     o Address OGC comments or questions before sending the draft contract to the other party, and be sure to remove all OGC comments from the draft (brackets may remain to the extent that they relate to an open issue between the two sides). Emails between you and the OGC attorney containing comments, questions, or advice about the contract should not be forwarded to the other party.
     o Be sure not to agree to any modifications to the contract without first consulting with OGC.

Important Note on Attorney-Client Privilege and Communications with Opposing Counsel

Communications between you and the OGC attorney in which the attorney provides legal advice are “privileged,” meaning that they are generally protected from disclosure to the other party in a lawsuit. However, if you share these communications with parties outside of NYU you may destroy that privilege. Sharing OGC’s communications also may put you at a disadvantage during negotiations.

If the other party has legal counsel, you should never communicate directly with the other party’s counsel without OGC’s participation. That does not mean, however, that OGC must be involved in every communication you have with the other party. For instance, it is common for business terms to be negotiated directly between the NYU school or department representative and the other party.
6. **Keep OGC involved in any proposed changes to the contract.**
   - Send OGC each new version of the contract, including the final contract for OGC to review before it is signed. If the other party makes changes to any NYU form contract or OGC drafted contract, you should also submit those to OGC for review.
   - You are responsible for reviewing each new version of the contract as well as the final contract to ensure that it accurately reflects your proposed academic or business arrangement.

7. **Before you sign the contract, be sure to complete the following steps:**
   - Respond to all OGC comments and questions and ensure that OGC has completed a final review of the contract.
   - Confirm that OI&ERM has approved the insurance, indemnification, and liability terms.
   - Remove all brackets, footnotes, highlights, and comments from the final version.
   - Fill in dates and notice and contact information.
   - Confirm that each person in your school or department that is required to do so has reviewed and approved the final contract. The contract may only be signed by an authorized person in accordance with NYU’s Signature Authority Policy, a copy of which can be found here. In most cases this will be the dean of your school or head of your department or their authorized delegates, but there may be exceptions so you should review the policy for each contract. Contact the office of your dean or department head to confirm which individuals have signature approval authority for your school or department.

8. **Send OGC a final executed copy of the contract.**
   - You are responsible for having the contract signed and maintaining an executed copy in the files of your school or department. Make sure that the other party also signs and sends you the final version of the contract, otherwise the contract may not be legally binding on the other party.
   - Send OGC a final executed copy of the contract.

Remember, OGC is always available to help you with your contract. Do not hesitate to call OGC with any questions you may have.