

DA 2035

March 27, 1974

VICE PRESIDENT JOHN A. PERKINS.

Re: Routine Contracts and Grants
Which Need Not Be Reviewed
By Office of General Counsel

This memorandum updates and replaces that of February 7, 1966 from then General Counsel Cunningham to then President Kerr regarding legal review of routine contracts and grants. Extramural grants and contracts for research, scholarly or professional training, or for public service programs relating either to research or to scholarly or professional training which are routine as to legal form, and which are within the authority of the President to approve (hereafter "routine contracts and grants"), need not be submitted to the Office of the General Counsel for legal review. Routine contracts and grants are those meeting both of the following conditions:

a. with the Federal Government or the State of California, other than those requiring Regents' approval; and

b. which contain Special Provisions and General Provisions which are usual for comparable contracts and grants with the government agencies concerned.

The following contracts and grants should not be considered routine:

1. those with entities other than the Federal Government or the State of California; or

2. those which require Regents' approval under Standing Order 101.1(aa)* including such contracts

*For current reference, see Standing Order 100.4(dd).

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with the Federal Government or the State of California;
or

3. those which contain Special Provisions differing substantially from those found in comparable contracts and grants with the government agencies concerned; or

4. those which contain material changes in the usual General Provisions.

To help insure the legal sufficiency of routine contracts and grants the points set forth in the attached "Check List for Review of Contracts and Grants" should be checked. Also, particular attention should be given to patent clauses and publication provisions to ascertain that these clauses comply with University policy.

Routine contracts and grants may involve legal problems, especially those relating to unusual undertakings. Therefore, the official with the authority to approve contracts and grants should always feel free to seek legal advice from the Office of General Counsel.

The procedure of the General Counsel's office described above does not preclude legal review of routine contracts and grants. Rather, it is optional whether any such contracts will be submitted to the General Counsel for review.

If you have any questions or if I can be of any further assistance with respect to this matter, please let me know.

Donald L. Reichartz
General Counsel

cc: President Hitch
Secretary Woolman

CHECKLIST FOR REVIEW OF CONTRACTS AND GRANTS

1. Is the name and status of each contracting party correctly set forth? e.g., "The Regents of the University of California," which is described as "a California corporation."

(Note: Setting forth the "University of California" or some instrumentality thereof as the contracting party is not correct, as the University and all its instrumentalities do business in the official name of "The Regents of the University of California.")

2. Is the consideration for the contract sufficiently stated? i.e., Are the services and/or materials to be rendered and/or furnished by the Contractor (The Regents of the University of California) set forth, and are the amount, time and manner of payment to The Regents therefor set forth?
3. Is the effective date of the contract set forth or ascertainable from the provisions of the contract (see item 4 below)?
4. Is the period of performance and/or duration of the contract set forth?
5. If authorization has been obtained to incur costs prior to execution of a federal contract, does the contract contain a special clause providing for reimbursement of such costs or otherwise insure reimbursement of such costs?
6. Are there any ambiguous words or phrases included in the contract?
7. Are there any words or phrases inconsistent with words or phrases in other parts of the contract?
8. Is the subject matter of the contract so described that it may be identified with certainty?
9. Is there any document which is attached to the contract which is meant to be a part thereof? If so, has it been correctly identified and made a part of the contract by the following phrase or another phrase to the same effect: " _____,"

attached hereto, is incorporated herein by this reference."

10. Is there any recital in the contract that an attached document is made a part of the contract? If so, has that document been attached as recited?
11. If a State of California contract on the Standard Agreement Form 2 is involved, is there a printed clause on the reverse side thereof which reads as follows:

"Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement"?

If so, and if travel or per diem expenses are to be allowed or paid to contractor under the contract, is a typewritten statement to this effect set forth in the contract?