

C.2.11.1.Ex. (Exhibit) Contract Cover Memo

Responsible Department: Legal Services
Based on Board Policy: C.2.11 - Legal Services
Approved: 12-14-10
Last Amended: 12-12-15

1. Contracting Party and Alamo Colleges contact information:

Agreement Counter-Party Name: _____
Legal: (corporation, LLC, governmental entity, etc.) _____
Signer Name and Title: _____
Address: _____
Contact: _____ E-Mail or Telephone #: _____
Alamo Colleges Contract Administrator: _____
College or District and Department: _____
Upper-level Contract Administrator: _____

2. Mandatory Review Status. Mark below regarding status of any mandatory review, with brief explanation, either:

R (Reviewed), P (Pending) or NA (Not Applicable):

<u>Status</u>	<u>Explanation</u>
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Banner budget approval:

Purchasing:

Grants Administration:

Human Resources:

Information Technology:

Facilities:

Risk Management:

Fiscal:

Academic Success:

3. Key Provisions. The following key provisions should be incorporated into any applicable ACCD Form obtained within 2 weeks prior to submission at the OLS section of the College District website. If no such form is available, they should be addressed in this memo.

3.1 Purpose: [Include a statement clearly setting forth the reason for the agreement, (*e.g.*, "The purpose of this agreement is to assist...")].

3.2 Term/Completion Date: [Identify the proposed length of effectiveness and/or deadline for performance under the agreement (*e.g.*, "One (1) year;" or "Services are to be completed no later than ____"). Describe any desired options to extend or renew, and any termination provisions that will allow early termination by Alamo Colleges. Automatic renewal coupled with a right of either party to terminate with reasonable

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notice is favored for long-term relationship Agreements (other than certain Vendor Transaction Agreements) to limit the administrative burden of repeated renewals.]

3.3 Quality Objective: [Identify any benchmarks for performance measures and the means for quantifying performance, as described in this Procedure].

3.4 Services or Product:

- a. [Identify and list in detail the specific services or product to be secured or provided by or for the particular college or the Alamo Colleges].
- b. [List all special requirements of particular college, the Alamo Colleges or the contracting party, (*e.g.*, reports, evaluations, standards, services specifically excluded, etc.)]
- c. [Specify any specific Southern Association of Colleges and Schools (SACS) or other accreditation standards, Texas Higher Education Coordinating Board (THECB) or other requirements that must be included in the agreement to ensure compliance].
- d. [Specify any other specific standards or requirements that, because of the nature of services contemplated, must be included in the agreement (for example, agreements involving federal funds must contain certain mandatory provisions)].

4. Counter-Party Terms and Conditions. If the Agreement is to license the intellectual property of others, or if the contracting counter-party has insisted on negotiating on the basis of its own terms and conditions, including any online purchase by P-Card or otherwise subject to terms and conditions incorporated from a website or elsewhere (explicitly NOT “terms of use”), it is mandatory that such terms and conditions be obtained and included with this memo.

5. Cost/Benefit: [Indicate the cost of the services or product or if the agreement is intended to generate revenue for the Alamo Colleges, the income benefit to the College District and the actual cost of providing the service for the term of the agreement].

6. Sole College Justification: [Identify whether the services or product are to be solely for one college (as opposed to multiple colleges or District-wide). If the services or product is for one college only, describe why the services or product would not be beneficial to other colleges or the District].

7. Sender: The memo must be sent by e-mail by the Upper-Level Contract Administrator.