

**GENERAL**

- A. **For all contracts and agreements with cumulative spends or risks greater than \$25,000 Canadian or for longer than one (1) year unless:**
- i. The contract is a pre-approved Ryerson University (RU) contract template or
  - ii. The contract is an internal contract (for example Oakham House, ILLC).

- B. Any type of contract should have language that **does not exceed a maximum five (5) year term.**

**PLEASE COMPLETE ALL SECTIONS UNLESS OTHERWISE DIRECTED:**

1. Select one of the following "Type of Contract":

- Agreement/Contract    
  Assignment    
  Certificate    
  Deed  
 Letter of Intent    
  Obligation    
  Memorandum of Agreement (MOA)  
 Memorandum of Understanding (MOU)    
  Transfer    
  Any other document binding Ryerson

2. Term of Contract: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

3. Brief description of Goods/Services being contracted:  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Based on my knowledge of the substance of this contract and my discussions with subject matter experts, my assessment of the risks to Ryerson University is as follows:

	Low	Moderate	High
A. General risks	<input type="radio"/>		<input type="radio"/>
B. Financial risks	<input type="radio"/>		<input type="radio"/>
C. Information Technology (IT) risks	<input type="radio"/>		<input type="radio"/>
D. Legal risks	<input type="radio"/>		<input type="radio"/>
E. Policy risks	<input type="radio"/>		<input type="radio"/>
F. Reputational risks	<input type="radio"/>		<input type="radio"/>

By signing below, I attest and confirm that I have sought input, approval and sign-off from the Dean/Provost/Purchasing/Legal/Insurance (as applicable).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title/Position: \_\_\_\_\_ [Manager, Chair, or equivalent]

Comments:  
 \_\_\_\_\_

LEGEND Y = yes, I can confirm N = no, I cannot confirm N/A = not applicable to this contract D/K = don't know  
 If you answer NO or DON'T KNOW to any question below, you must seek Dean, Provost, Purchasing, Legal, Insurance and Risk Management (as applicable) input, approval and sign-off.

**5A. GENERAL**

	Y	N	NA	DK
<b>1. Please select one of the following statements to answer:</b>				
Is this a new contract? <b>OR</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Is this a renewal under the existing contract (with same terms and conditions and wording that permits an extension (term + renewal cannot be more than 5 years)?)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>2. Please confirm term and renewals:</b>	Y	N	NA	DK
• The contract has one clear start date and one expiry date.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• The term and all renewals total five (5) years or less.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• There are no automatic renewal provisions taking the term past five (5) years.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• All renewals require written approval (e.g., no automatic roll overs or perpetual evergreen arrangements).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>3. Please confirm definition of the parties and terms:</b>	Y	N	NA	DK
• The contract sets out the formal Legal names of the parties (a "party" is: a corporate entity (e.g., Ryerson University), not a department or a person).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• The names of the parties are the same on the execution (signing) page.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• Obligations of both/all parties are set out clearly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• Any Schedules referred to in the contract should be listed together and are attached to the contract.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>4. Please confirm due diligence:</b>	Y	N	NA	DK
• You have completed due diligence to determine that there are no inherent impacts on other areas/departments within Ryerson.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• One person (print on the next line below) at Ryerson has been identified to monitor this contract on a timely basis.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Name: _____				

**5B. FINANCIAL RISKS**

	Y	N	NA	DK
<b>1. Please confirm risk and compliance:</b>				
• There are <u>no financial risks</u> in this contract (i.e., no money involved).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• The contract is in compliance with Ryerson's Purchasing policies and procedures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
• The contract is in compliance with Ryerson's Conflict of Interest.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If you checked "yes" to all three in section 5B, skip to the next section: 5C - Information Technology Risks.

	Y	N	NA	DK
<b>2. Please confirm costs:</b>				
• Total expenditures over term of contract and renewal are less than \$100,000 (including taxes and delivery).	<input type="radio"/>	<input type="radio"/>		
• The fees/costs are denominated in Canadian dollars.	<input type="radio"/>	<input type="radio"/>		
• There is a maximum price/fee (e.g., Canadian Price Index) to cap price increases.	<input type="radio"/>	<input type="radio"/>		
• The request to waive (RTW) template is completed, approved and attached indicating that a competitive bid was not initiated.	<input type="radio"/>	<input type="radio"/>		
<b>3. Please confirm the term of payment:</b>	Y	N	NA	DK
• The payments correspond to specific milestones.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• The payment terms are "net 45 Days" from date of invoice.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• If there are no multiple payments, the contract contains late payment penalties.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• All of the required payments will be made in Ryerson's current fiscal year.				
<b>4. Please confirm there are no collateral costs to this contract such as:</b>	Y	N	NA	DK
• Additional staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• Additional equipment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• Significant technology investment or application development to fulfill project .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• Additional space.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• Renovations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• Construction insurance (insurance wording must be sent to Insurance Officer for review: <a href="mailto:insurance@ryerson.ca">insurance@ryerson.ca</a> or phone x 6259.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• other (please specify): _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>5. Please confirm insurance and indemnity clause wording:</b>	Y	N	NA	DK
• The insurance and indemnity wording reviewed by Insurance Officer at <a href="mailto:insurance@ryerson.ca">insurance@ryerson.ca</a> or call x 6259.	<input type="radio"/>	<input type="radio"/>		
• There is mutual indemnification/liability wording (each party indemnifies the other).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
• There are insurance statements for both parties (comprehensive and professional liability).	<input type="radio"/>	<input type="radio"/>	—	
• Is there a limitation of liability clause? If yes, send for review by Insurance Officer.	<input type="radio"/>			

**5C. INFORMATION TECHNOLOGY (IT) RISKS**

1. Confirm there are no IT risks in this contract (i.e., no IT licences/applications/programs) Y N N/A D/K

● ● ●

**If you checked "yes", skip to the next section: 5D - Legal Risks**

2. Confirm that:

- No additional third party suppliers or IT solution providers are required to help complete the work under this contract. ● ● ●
- The contract has appropriate digital copyright and intellectual property ownership. ● ● ●
- There are appropriate Service Level Agreements in place. ● ● ●
- You have contacted (check one or all of the following):
  - Computing and Communication Services (CCS). ● ● ●
  - Information Systems Security Officer (ISSO). ● ● ●
- regarding:
  - Compliance with Ryerson IT policies. ● ● ●
  - Inter-operability of the technology with existing Ryerson system. ● ● ●
  - Whether Ryerson has IT and application capacity to fulfill project. ● ● ●

**5D. LEGAL RISKS**

1. You are required to ensure the contract: Y N N/A D/K

- Has a clear, reasonable/specific time line for delivery of services/products. ● ● ●
- Permits Ryerson to terminate (usually on 30 days' notice) if other party fails to perform. ● ● ●
- Has a penalty if other party fails to perform. ● ● ●
- Does not conflict with any other contracts, promises or obligations of the University. ● ● ●

2. Does the contract allow Ryerson to terminate if a Force Majeure event occurs? Y N NA DK

● ● ●

3. **Confidentiality and Privacy: Please confirm the contract:**

- Does not require confidentiality or non-disclosure by either party (e.g., of trade secrets, internal processes, personal information). Y N NA DK
- Specifies the period of time any confidentiality/non-disclosure provision applies. ● ● ●
- Does not involve the disclosure to another party of any personal information collected/held by Ryerson (personal information wording must be sent to: Information and Privacy Officer for review at fippa@ryerson.ca or call x 4676). ● ● ●

4. **Intellectual Property (IP) and Copyright – Answer one section: either the 1st part or the 2nd part:**

**1<sup>st</sup> part:** No IP to be created under this contract (i.e. software, a report, a website, a brochure, data, photographs, etc.) Y N NA DK

● ● ● ●

**OR 2<sup>nd</sup> part:**

- Ryerson gets ownership of IP produced or at the least a right to use the work product and is able to modify/revise/change the work product later. (i.e., a licence). ● ● ● ●
- Ryerson can distribute or allow people outside of Ryerson to see the work product. ● ● ● ●

5. **Check each of the following to ensure:**

- The contact information for parties to receive and requirements to give formal notices uses titles, addresses and fax numbers as contact information (avoid putting in personal names or e-mail addresses) Y N NA DK
- There is no requirement for a corporate seal; if there is, remove "c/s" and write: "I/We have authority to bind the corporation" under the one/both Ryerson officers' signing lines. ● ● ● ●
- In addition, the wording in the last paragraph of the contract often has to be modified to take out any reference to a corporate seal (e.g., remove wording like: "have affixed their corporate seals attested to" and replace with "have executed this Agreement"). ● ● ● ●
- Any and all changes to the original contract have been initialed by both parties. ● ● ● ●

**6. Please confirm authority to execute document:** Y N NA DK

- The signatures confirm authority to sign this contract, under Execution of Documents policy at: <http://www.ryerson.ca/policies/board/eocontractspolicy.html>
- The other party has signing authority to bind the institution/company.

**7. Confirm that the following are absent / omitted from the contract:** Y N NA DK

- Statements “ensuring”, “warranting” or “guaranteeing” something.
- Other documents that must be read in conjunction with this contract to fully understand the implications.
- Rights given to parties other than the University or the other party.
- Statements allowing the other party to use the University’s name in any advertising, endorsement or promotion.
- Wording to allow the other party to assign the contract to a third party without Ryerson’s written consent.
- Any verbal understandings in addition to those in the contract.
- Clauses which limit the other party’s liability (see Financial Risks #5 above).
- Clauses that would make the contract subject to the laws or the courts of other provinces or countries.

**5E. POLICY RISKS** Y N N/A D/K

**1. Policies: Confirm this contract complies with Ryerson policies including (if applicable):**

- Environmental Health, Safety and Security Management
- Discrimination and Harassment Prevention
- Equity
- *Accessibility for Ontarians with Disabilities Act (AODA)*
- Purchasing and Conflict of Interest
- If competitively bid, what process has been used? (RFQ, RFP, RFSQ) \_\_\_\_\_
- Information Protection and Access Policy (no personal information or recordings of student and/or staff are involved)
  - if not relevant, check “N/A”
  - if you check “D/K”, contact [relevant policy expert]: \_\_\_\_\_

**2. Please confirm if you consulted with subject matter experts:** Y N NA DK

- Within Ryerson (General Counsel, Insurance Officer, Purchasing Services, Privacy);
- Outside Ryerson;
- If you did need to consult with subject matter experts outside of Ryerson, please specify:  
\_\_\_\_\_.

**5F. REPUTATIONAL RISKS**

**1. It is your responsibility to ensure:** Y N NA DK

- Ryerson has references that speak to the integrity and reliability of the individual / institution / company we are entering into a contract with.
- There is nothing in this contract or about the process surrounding the awarding of this contract that would embarrass Ryerson if it were on the front page of a newspaper.
- Ryerson can terminate the contract if Ryerson feels, in its sole discretion, that its reputation is at risk.

**2. Ensure that there are no:** Y N NA DK

- Statements allowing the other party to use Ryerson’s name in any advertising, endorsement or promotion without Ryerson’s prior written approval.