THINGS THAT SHOULD BE IN A GOOD CONTRACT OR AGREEMENT

A contract is a way to define an arrangement between parties what is expected and what the terms of the agreement are. It forces both parties to answer some challenging questions before the work gets started or the event happens.

Student organizations are independent and therefore not insured by the university. Be careful about your own personal liability and the reputation of your organization and overarching organization (if applicable).

Fee funded groups are a little different in that their funds must be processed through the University (Student Activities Business Office). The staff members review all contracts. While they do not need to be in agreement with what the funds are spent on, they are obligated to assure that funds are spent according to good business practices, and that they uphold UConn and state policies (how the funds are spent).

You should make sure that the following are in your contract or agreement:

1. Title/Document Header.
2. Parties of the contract/agreement.
3. Brief description of the project/service/program (summary).
4. Details about dates, times, places, etc. (if applicable).
5. Brief description of the (services) needed/Define the scope of work.
6. Detailed list of the (services) to be provided with projected dates of (delivery) included (if applicable).
7. Who is responsible for what parts of the project/service/program. The responsibilities and expectations of each party should be spelled out in detail.
8. What are the expectations for communicating about the progress of the project.
9. How to address changes in the contract terms.
10. Payment schedule and amounts.
11. Clarity on expenses, hourly rates or fixed pricing.
12. Ownership of the work products.
13. Details about how the parties can get out of the contract, if need be. Cancellation terms/consequences.
14. What will happen if either party does not live up to any part of the contract.
15. What will happen if the parties disagree about the fulfillment of the contract.
16. Many contracts also have a provision known as a force majeure clause. This excuses performance due to events beyond someone’s control, such as strikes, natural disasters, and so on. This can work for either side.
17. Proper signature(s); assurance of authority for signatures
18. Dates signed (when the contract goes into effect)