

Student Activities “Good Practices” for Registered Student Organization Activities:

COMPONENTS OF A GOOD CONTRACT OR AGREEMENT WITH OR WITHOUT PAYMENT

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

Tier II student organization activities off campus are not insured by the university. Therefore, it is important to be careful about your own personal responsibility, liability, and the reputation of your organization and overarching organization (if applicable).

Fee funded groups (the Tier II’s) are different in that their funds, and therefore contracts and agreements, must be processed through the University (Student Activities Business Services). Business Services reviews *what* the funds are spent on only for the purpose of assuring all laws and policies are upheld. Business Services staff are also obligated to assure that funds are spent according to UConn and state financial policies (*how* the funds are spent).

Here are some things that student organization members should make are included in the proposed contract or agreement:

1. Title/Document Header.
2. Parties of the contract/agreement (individuals and organizations).
3. Brief description (summary) and then details of the activity or service.
4. Details about dates, times, places, etc. (if applicable).
5. Projected dates of delivery (if applicable).
6. Who is responsible for what parts of the activity? The responsibilities and expectations of each party should be spelled out in detail.
7. What are the expectations for communicating about the progress of the activity?
8. How to address changes in the contract terms.
9. Payment schedule and amounts. (If relevant)
10. Clarity on expenses, hourly rates or fixed pricing. (If relevant)
11. Ownership of the work products. (If relevant)
12. Details about how the parties can get out of the contract, if need be. Cancellation terms/consequences.
13. What will happen if either party does not live up to any part of the contract.
14. What will happen if the parties disagree about the fulfillment of the contract.
15. 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.
16. Proper signature(s); assurance of authority for signatures
17. Dates signed (when the contract goes into effect)
18. Sources of money (If relevant)