

Handling simple agreements

Purpose of this checklist: to serve as a quick reference guide for managing the kinds of agreements that do not require separate written contracts.

Step 1: Preliminary questions

These are helpful in any contracting situation – no matter how “simple”. They will help you put an agreement into context, and quickly work out how to make it happen.

- Who are the parties?**
Do I trust them? Are they reputable?
- What is the contract trying to achieve? Why?**
- Can we live up to our end of the bargain?**
 - (1) Do we have the resources?
 - (2) Is it line with University policy, pre-existing contractual obligations, legal requirements, ethical commitments?
- What areas and people within the University might be affected**, either directly or indirectly?
- What time lines are there?** (For negotiation, signing, performance outcomes)
- What University approvals are required?** (Committees, management approval)
- Is the agreement **in the University’s best interests** and in line with its strategic objectives?

Step 2: Is a separate contract needed?

- Double check that it *is* in fact a “simple agreement”.

If any of the following triggers are present, then this is NOT a “simple agreement” – and you should refer to *Formalising Contracts Checklist*.

- There are ongoing (not once-off) obligations or tasks.
- Contract outcomes require some explanation.
- We are giving a significant in-kind contribution
- We may be exposed to significant risk.
- We are providing research or expert related services.
- Intellectual property (including copyright) is being assigned or licensed.
- Confidential or private information needs protection.
- We need a contractor to comply with anything (such as legal requirements or Policies).
- The contract depends on specific personnel.
- The obligations extend interstate or overseas.
- The contract is with a Government or Government entity.
- Sale, purchase or lease of land or property.
- Material transfer agreement.
- We want to limit the agreement in some way.
- We want to be able to end the contract for convenience.

Step 3: Documenting and managing simple agreements

- Make sure the agreement is properly authorised within the University.**
Ensure what you are committing to is in line with your delegations (financial *and* non-financial) – if not, get the necessary approval.
- Keep others in the loop if they need to be informed.**
Even if an agreement is simple, there may be others in the University that need to know about it. Ask yourself whether there is:
 - Anyone else in the University who might need to *do something* in connection with the agreement, directly or indirectly?
 - Anyone else in the University who also has an agreement with the same party?
 - Anyone else in the University that might be affected by the agreement in some other way (eg, a time or work commitment you previously made to them might be altered by this new agreement)?Keep anyone who needs to know (or may want to know) in the loop – all it takes is a brief email, as a collaborative courtesy!
- Be sure to make the agreement in the name of the University of Adelaide.**
The University is the only “legal” entity – so do not make the agreement in the name of any sub-unit of the University (such as a School or Centre). Use language in your documents that indicates you are agreeing “on behalf of the University of Adelaide”.
- Document the agreement in a manner that is *suitable* given the nature of the agreement.**
 - Clearly and simply state what it is that has been agreed – including rights and obligations of the parties.
 - Confirm that the terms are agreed by *exchanging* letters or emails (the “exchange” is what indicates agreement).
 - Print the exchange that shows the terms have been agreed, collate it and register it as a “legal document” through RMO.
 - If there was any negotiation process, make sure that it has been transparently recorded – again, through emails or letters.
- Comply with other applicable University policies and procedures and laws** (e.g. procurement, records, conflicts)
- Take (or assign) responsibility for following up the agreement to make sure it happens**
This includes making sure anyone involved in performing the contract obligations (no matter how simple they seem) have been communicated with so that they understand what they are meant to do and when.
- If in any doubt, check with a legal advisor.**
It’s better to be safe than sorry – if something feels wrong, check with a lawyer, from Legal and Risk or from outside the University.