

# Newsletter

December | 2021

## Let's Talk Contracts!

In this newsletter, we are talking contracts-- contracts for the University. They come in many forms, so awareness and attentiveness are key.

### What is a contract?

A contract is any agreement between two or more persons or entities to commit to do something for the other person or entity. Relevant here, *people call contracts many different names*. But no matter the name, the result is the same. It binds the people or organizations that sign it.

### What is a contract called?

We have seen contracts called: memorandum of understanding, memorandum of agreement, zero dollar, purchasing agreement, services contract, lease, easement, invoice with specified terms, request for proposal attached to an agreement, offer letter, guarantee, terms of service, terms and conditions, terms of use, license, grant, research agreement, commitment, settlement, binding promise, addendum, among many other names. Contracts can be written or verbal and made in hard copy or electronically (sometimes by a simple click of the mouse and/ or check of a box!).

### Who can sign a University contract?

At SUU, only the University President, Vice President for Finance and Administrative Services, and the Director of Purchasing may sign University contracts.

### Who needs to review University contracts?

*First*, the unit needing the contract needs to review the entire contract and ensure it can agree to and comply with the terms. If it cannot, it should address those issues with the other party first. *Second*, any contract involving the purchase of good or services needs to go through [Purchasing](#). (See SUU Policy [5.24](#) for Purchasing requirements). *Third*, if the contract includes any significant risk, indemnities, insurance or other similar terms, please seek review by the [Enterprise Risk Management Office](#). And *fourth*, if the contract includes information technology, data transfer, or privacy interests, please seek review from the [IT Department](#).

After these are complete and any edits are made to the contract, please then route the contract through the [Office of Legal Affairs](#) for legal review.

At each stage, including during the legal review, the reviewer may suggest edits. The proposed edits may require negotiation with the other party. This all can take time, so build that into your process.

Each step of the process is important in protecting the University from unintended liabilities and expenses. We encourage contracting departments to review University contracts with a keen eye to understand the department's obligations and address needed changes--to take ownership. And please allow these resource offices to help you along the way!

You can also find useful information about contracts on our [FAQ](#) page.

### LEGISLATIVE UPDATE 2021 SECOND SPECIAL SESSION

On November 9, 2021 the Utah Legislature convened a Second Special Session. Eleven bills and one House Concurrent Resolution were introduced, with each passing, and all signed by the Governor - they will become law. Of note:

- DSU no more. Our neighbors to the South get a new name, - Utah Tech University, effective July 1, 2022.
- Redistricting after the 2020 census. Cedar City remains in the 2nd Congressional District, represented by Congressman Chris Stewart. But the boundaries of the District did change. Iron County is seeing changes to other statewide office boundaries. These maps are available [here](#).
- Workplace Covid-19 Amendments. Employers in Utah should relieve an employee of a COVID-19 vaccination mandate if the employee submits to the employer a statement that receiving the vaccine would be injurious to their health and well-being, conflict with religious beliefs, practice, or observance, or conflict with a personal belief. But if the employer establishes a nexus between any vaccine requirement and the employee's assigned duties, vaccination proof may still be required. Federal legal requirements also may impact how this law is applied.