

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

COMPONENTS OF A GOOD CONTRACT OR AGREEMENT WITH OR WITHOUT PAYMENT

A contract is a way to describe an arrangement, or exchange of promises, between parties. The contract will provide the “terms” of the arrangement and set forth each party’s responsibilities. Contracts often help parties answer challenging questions before work is started or an activity has commenced.

Tier I and II student organizations at the University of Connecticut are fully independent entities, and the University assumes no responsibility for the activities of such organizations, including coverage of insurance and liability for such organizations’ activities. Therefore, it is important to be careful about your own personal responsibility, liability, and the reputation of your organization and overarching organization (if applicable). The University does not insure the activities of Tier I and II student organizations, and such organizations can purchase insurance for their activities externally.

Contracting parties should consider addressing the following elements in a contract:

1. Title/Document Header.
2. Parties of the contract/agreement (individuals and organizations).
Note: Student organizations do not have authority to sign contracts on behalf of the University; they may only enter into contracts on their own behalf.
3. Brief description of the arrangement (summary) and specific details of the activity or service.
4. Details about dates, times, places, etc. (if applicable).
5. Projected dates of delivery (if applicable).
6. The responsibilities and expectations of each party should be described in detail. Who is responsible for what parts of the activity?
7. What are the expectations for communicating about the progress of the activity?
8. How to address changes or amendments to 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 product. (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 fulfill its obligations under the contract.
14. What will happen if the parties disagree about whether the contract has been fulfilled.
15. What happens if the contract cannot be fulfilled due to events beyond a party’s reasonable control, such as labor strikes, natural disasters, and so on. Many contracts include a *force majeure* provision that excuses either party from performing if doing so is impossible or impractical due to an event outside of a party’s reasonable control.
16. Proper signature(s); assurance of authority for signatures
17. Start and end date of the contract, and dates of execution.
18. Sources of money (If relevant)