

To Office of General Counsel <u>Privileged & Confidential</u>		From	
Department/Group		Contact Data	
Project Name & Proposal No.		Budget/Estimated Award Amount	
Principal Investigator & Contact Data		Other WHOI Contacts – Email & phone	
Sponsor <small>(Government, academic, or nonprofit entity)</small>		Contracting Party Name <small>(Prime contractor or subcontractor/vendor to WHOI)</small>	
DRAFT Agreement/Terms & Conditions Attached? <small>(Indicate if WHOI Ts & Cs, other WHOI agreement submitted to other party)</small>		Party proposing agreement or Ts & Cs	
Proposal Due Date		Target date for agreement/Ts & Cs negotiation	
List all other contract and associated parties			
Other party risk		<small>(Identify any party posing adverse risk to WHOI's standing and reputation)</small>	
Summary of Project		Financial Commitment(s) <small>(Spending or funding commitments by WHOI, or by sponsor/prime contractor)</small>	
Authorization and review prior to submission			
By: <small>(Dept. Chair, Dir., or VP)</small>		1. Principal risk(s) necessitating legal review: 2. Actions considered/proposed to address and reduce/eliminate such risk(s):	
Complete additional details on reverse			

List specific issues and terms/deal points contract must address

Intellectual Property

(ID and explain IP involved and expectations on creation, ownership, licensing, usage)

Describe potential areas (if any) in which WHOI may not be able to perform

(If none, state affirmatively WHOI's ability to perform as proposed and agreed in contract)

Risks of WHOI nonperformance

1. Financial risk(s)
2. Funding source or project funds for WHOI's payment of damages
3. Other risks (e.g., termination for cause; harm to institutional reputation; environmental liability)

Risks to WHOI of Other Parties' Nonperformance

(Other parties include associated parties with which WHOI may have no direct agreement)

Legal review by:

Date:

WHOI Counsel Comments