



The University of Oklahoma

Health Sciences Center

OFFICE OF RESEARCH ADMINISTRATION

COMMON TOPICS IN AGREEMENT NEGOTIATIONS

Contracting Party

The contracting party for the University is the Board of Regents of the University of Oklahoma.

Arbitration

As a state agency, the University is prohibited from agreeing to arbitrate.

Confidentiality

The University can agree to hold material provided by sponsors confidential for a reasonable period of time and to the extent allowed by law (Oklahoma Open Records Act). The confidential material must be identified in some form as "confidential."

Equal Opportunity

(Must be included in all contracts)

As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Contract and must be included in any subcontracts awarded involving this Contract. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

Governing Law

As a state agency, the University cannot be subject to the jurisdiction of any other state or nation. State law confers certain rights, such as sovereign immunity. Case law has held that choice of law provisions are an implied waiver of sovereign immunity, and the State cannot waive its sovereign immunity and therefore cannot agree to the laws of another jurisdiction.

Indemnification

As a state agency, the University cannot agree to indemnify or hold harmless another entity (Oklahoma Attorney General Opinion 78-256).

Insurance

As a state agency, the University is self-insured in accordance with the Oklahoma Governmental Tort Claims Act.

Intellectual Property

Intellectual Property developed by the University, regardless of the source of funding, is the property of the University. Options and assignments can be negotiated in the agreement.

Mission

(Must be included in all contracts)

The performance of such research is of mutual interest to the Sponsor and the University and is consistent with the organizational purpose and research objectives of the University.

Notice Address

(For other than legal notices)

University of Oklahoma Health Sciences Center
Office of Research Administration
865 Research Parkway, URP865-450
Oklahoma City, OK 73104-3609
Attn: Scott Davis

Payment Information

All checks for sponsored projects should be made payable to:

University of Oklahoma Health Sciences Center
Grants and Contracts Accounting
P.O. BOX 26901
Oklahoma City, OK 73126-0901

Publications

Publication of data and results is a major objective of the University, and University employees must be able to publish the results of their work. Reasonable delays can be negotiated to allow for review by sponsor or for the sponsor to take action to protect any intellectual property.

Termination

As a state agency, the University is prohibited from entering into contracts that cross the state's fiscal year (June 30), unless there is a no-cause, penalty-free termination right. Another option is to have the term end June 30 and automatically renew until one party gives the other notice of intent not to renew (Oklahoma Attorney General Opinion 78- 256).

Warranty

As a state agency, the University cannot agree to warrant, certify, guarantee, or covenant. The words "represent" or "agree" can be substituted, instead. The only exception to this is in reference to federally required certifications (Oklahoma Attorney General Opinion 78-256).