

## 1 Do all contracts need to be reviewed by Legal Services?

No - the University takes a risk-based approach to legal review, so a lawyer does not need to review every contract before it is signed. This Fact Sheet describes the types of matters which are considered higher risk and which should probably be briefed into Legal Services.

If you have read the contract and you are confident that:

- (a) the terms of the contract do not impose unacceptable risks on the University; and
- (b) the contract accurately reflects the commercial arrangement,

then you are free to send it to the proper University signatory without consulting Legal Services. If you decide not to consult with Legal Services, you should make this clear to the signatory and explain the reasons for your decision.

## 2 When should I contact Legal Services?

If you have concerns about the terms of a contract you are negotiating, then your first point of contact should be the Legal Services [website](#). It contains standard contracts and Fact Sheets designed to assist in managing, negotiating, reviewing and signing contracts.

If the contract is low risk, then you may find the answers you need on the website and you will not need to make a formal request for legal review.

If the contract is higher risk and you are not comfortable with the contractual terms, then you are encouraged to [Request a Legal Review](#).

You should also contact Legal Services before terminating an existing contract.

## 3 How much risk is acceptable under a contract?

The University manages risks and opportunities to achieve outcomes that align with our vision, mission and strategic objectives. This balancing exercise is described in the [Risk Appetite Statement](#).

The role of Legal Services is to help you understand the contractual risks, so that you can make a commercial decision about how much risk you are willing to accept to obtain the benefits of the arrangement.

## 4 How do I assess the legal risk of a contract?

The following table should help you identify clauses in a contract which increase risk for the University. A more detailed discussion of these clauses can be found in the Fact Sheet on "[Contract points & common issues](#)".

RISK LEVEL	CONSIDERATION
LOW	<p>(a) standard GU template is used without changes</p> <p>(b) contract is being renewed on the same terms as previously reviewed by Legal Services, subject to Medium (d) below</p>
MEDIUM	<p>(a) the other party wishes to amend the standard GU template and you do not fully understand the implications of the requested changes</p> <p>(b) the contract contains:</p> <ul style="list-style-type: none"> <li>• the transfer or exclusive licence of University-owned intellectual property</li> <li>• a requirement that the University comply with the policies of another party or the laws of another country</li> <li>• an unreasonable restriction on your right to publish or a complete waiver of your moral rights</li> <li>• obligations which the University can not comply with or deliver</li> </ul> <p>(c) the contract automatically renews without the University's consent</p> <p>(d) contract is being renewed on the same terms as previously reviewed by Legal Services but more than 3 years have elapsed since that review and/or the new contract has expanded application to other areas of the University not contemplated in the initial contract</p> <p>(e) the contract is governed by the law of an overseas country</p>
HIGH	<p>(a) the contract contains:</p> <ul style="list-style-type: none"> <li>• an unreasonable indemnity clause – eg. one which makes the University liable to compensate the other party even where the University has done nothing wrong or which makes the University liable for indirect or consequential losses</li> <li>• any limit on the University's ability to recover damages from the other party – eg. via a liability cap or limitation clause</li> </ul> <p>(b) the arrangements involve the storage or sharing of personal information</p> <p>(c) there is any arrangement for exclusive dealing between the parties</p>

If the terms of the contract give rise to one or more of the medium or high risk considerations, then you are encouraged to [Request a Legal Review](#).

## 5 Who else should I contact?

Questions about insurance requirements under a contract should be directed to the University's [Insurance Officer](#).

Support is also available from a variety of other [Subject Matter Experts](#) across the University.

For more information contact:  
 Legal Services | Corporate Services  
 Ph (07) 373 55586 Email [legalservices@griffith.edu.au](mailto:legalservices@griffith.edu.au)

