

BCM Contract Request Example Questions

Template: **Contract Intake Form 2024**
Request Status: **Incomplete**

Instructions

All vendor supplied contracts and supporting documents should be uploaded on the attachments page in Word or PDF format.

PLEASE NOTE: All software/services accepting payment must comply with University Policy on Accepting and Handling Payment Cards to Conduct University Business and be approved by the University Commerce Committee before they are submitted for a contract review. Contact Financial Services at commerce@brown.edu to initiate this process.

Page 1: General Request Details

Group 1.1: Request Information

1.1.1

Please select the request type: ★

1.1.2

Are you using a Brown Template, or has the supplier provided their own agreement? ★

1.1.3

What type of request are you submitting?(If you don't see your contract type, please select General Goods or General Services) ★

1.1.4

Work Group (Do not choose Brown University) ★

1.1.5

Department Name ★

—

1.1.6

Department Address ★

—

1.1.7

Department Contact Email Address ★

—

1.1.8

Who in your department has reviewed this contract? ★

—

1.1.9

Funding Source ★

—

Group 1.2: Contract Details

1.2.1

Effective Date ★

—

Update Effective Date Upon Execution ⓘ

false

1.2.2

Proposed Contract End Date ★

| -

1.2.3

Contract total value greater than \$500,000? ★

|

1.2.4

Proposed Contract Amount ★

| -

1.2.5

Are you hiring an individual as a contractor? ★

|

1.2.6

The Employee vs. Independent Contractor Form has been uploaded to the Attachments page. ★

|

1.2.7

Location of Services (State/Country) ★

| -

1.2.8

Any required attachments for this contract have been uploaded to the Attachments page. ★

|

1.2.9

Purpose of NDA. What is being discussed between Brown and the supplier? ★

[Empty text box]

1.2.10

What confidential information is Brown receiving from the supplier? ★

[Empty text box]

1.2.11

What confidential information is Brown sharing with the supplier? ★

[Empty text box]

1.2.12

If the Second Party is keeping/storing Brown's confidential information for the duration of the Non-Disclosure/Confidentiality Agreement, where is it being stored? ★

[Empty text box]

1.2.13

Second Party's premises location (city/state, country) ★

-

1.2.14

If on Second Party's premises, is it stored on (check all that apply): ★

[Empty text box]

1.2.15

If the discussions with the supplier are successful, what comes next? For example, will this result in: a contract for the purchase of goods/services; sharing of research data or research materials; an unfunded research collaboration; or sponsored research at Brown? ★

1.2.16

Summary ★

Group 1.3: Termination Info

1.3.1

What is the existing contract number of the contract to be terminated? ★

1.3.2

What is the reason for termination of the contract? ★

1.3.3

What is the date you want the contract terminated? ★

Group 1.4: Second Party Information

1.4.1

Second Party ★

Additional Second Parties

-

1.4.2

Vendor Contact Name: ★

-

1.4.3

Vendor Party Email ★

-

1.4.4

Is this vendor part of the Office of University Communications' Designated Vendor Program? ★

-

1.4.5

What category does this vendor fall under? ★

-

Group 1.5: Signer Information

Please provide who the signers are for the contract internal and external.

1.5.1

Supplier Signer Name ★

-

1.5.2

Supplier Signer Email Address ★

-

1.5.3

Supplier Signer Title ★

| -

1.5.4

Brown Signer Name ★

| -

1.5.5

Brown Signer Email Address ★

| -

1.5.6

Brown Signer Title ★

| -

1.5.7

Second Brown Signer Name ★

| -

1.5.8

Second Brown Signer Email Address ★

| -

1.5.9

Second Brown Signer Title ★

| -

2.1.1

Services Provided ★

—

2.1.2

Frequency of Payment ★

—

2.1.3

Flat Rate Amount ★

—

2.1.4

Hourly Rate ★

—

2.1.5

Total Amount Not To Exceed: Hourly Payments ★

—

2.1.6

Description of Hourly Payments ★

—

2.1.7

Weekly Amount ★

| -

2.1.8

Total Amount Not To Exceed: Weekly Payments ★

| -

2.1.9

Description of Weekly Payments ★

|

2.1.10

Total Amount Not To Exceed: Milestone Payments ★

| -

2.1.11

Description of Milestone Payments ★

|

2.1.12

Total Amount Not To Exceed: Time And Materials ★

| -

2.1.13

Description of Time and Materials Payments ★

[Empty text box]

2.1.14

Are there expenses being paid in addition to the fees as described above? ★

|

2.1.15

Description of Expense Payments ★

[Empty text box]

2.1.16

What is the percentage cap on expenses? ★

| -

2.1.17

Key Personnel ★

| -

2.1.18

Special Conditions ★

[Empty text box]

2.1.19

Work Schedule ★

[Empty text box]

Group 2.2: Artist PSA Information

2.2.1

Department's Responsibilities ★

[Empty text box]

2.2.2

Please select the expenses included in the fee: ★

[Empty text box]

2.2.3

Location/Venue ★

[Empty text box]

2.2.4

Date(s) of Event ★

-

2.2.5

Time of Event ★

-

2.2.6

Set-up/Rehearsal Dates and Times ★

2.2.7

Will the event be recorded in any way? ★

2.2.8

What is the purpose for which the recordings will be used? (If not recording, enter N/A) ★

2.2.9

Who will own all copyright in the commissioned work? ★

2.2.10

Who will have license to perform work? (should be opposite of previous answer) ★

2.2.11

Will the artist advertise the event on their social media? ★

Group 2.3: Statement of Work

2.3.1

What is the existing MSA contract number? ★

-

2.3.2

Is payment a fixed fee or time and materials? ★

-

2.3.3

Services/Deliverable

2.3.4

Payment Milestone

2.3.5

Progress Payment

2.3.6

Describe additional Milestone Payments

2.3.7

Total SOW Charges

—

2.3.8

Job Title

—

2.3.9

Number of Resources

—

2.3.10

Estimated Hours

—

2.3.11

Engagement Hourly Rate

—

2.3.12

Estimated Engagement Fees

—

2.3.13

Fees not to exceed total amount

—

2.3.14

Expenses not to exceed amount

Page 3: Risk Questionnaire

The Risk Questionnaire is designed to gather information about the requested contract and the relationship with the supplier to assist the contract reviewing team in enforcing Brown's compliance obligations and determining when ancillary office contract reviews or actions are necessary.

Please review the Risk Questionnaire questions below and select all appropriate boxes under each Section.

Group 3.1: Qualifying Question

BCM is intended to process requests related to transactions for the procurement of goods/services to Brown University - this includes associated Non-Disclosure Agreements. If Brown will be providing services/goods to a third party or the transaction is not for goods/services, BCM is not the appropriate vehicle for the request. Please contact SPCContracts@brown.edu if you have questions about where your request should be directed.

3.1.1

Is this proposed contract related to the acquisition of goods or services to be provided to Brown?

Group 3.2: Supplier Selection Compliance

If your contract value is \$25,000 or above, the Competitive Bid/Quote Requirements and Sole Source Purchases Policy applies, and attestation that you have complied with that policy is required in order to move forward in the contract process. Please note that the appropriate documentation as proof of compliance will be REQUIRED in order to create the purchase requisition in Workday. Please refer to the University's [Competitive Bid/Quote Requirements and Sole Source Purchases policy here](#).

3.2.1

Is the contract value \$25,000 or above? ★

3.2.2

The requesting department attests that the purchase complies with the University's Competitive Bid/Quote Requirements and Sole Source Purchases Policy ★

Group 3.3: Data Security

3.3.1

Data Security - PCI DSS - Will use of supplier or their goods/services result in supplier's access to cardholder data, involve acceptance and/or processing of credit/debit card payments, or result in developing/maintaining a website to conduct business transactions using payment cards? This includes supplier employees, systems

and/or networks involved with payment card handling, including: transmission, storage, and/or processing of payment card transactions (incl. tokenized transactions) ★

3.3.2

Data Security - PCI DSS - Have you sought prior approval of the Department Head and the Commerce Committee in compliance with Brown's Accepting and Handling Payment Cards to Conduct University Business policy and attached the confirmation documentation in the attachments? ★

3.3.3

Risk: Is this a purchase of IT Software, Hardware, or IT Professional Services?

3.3.4

Data Security - Data Protection - Will supplier host/have access to Brown sensitive or regulated data, (including: personally identifiable information (PII) regarding students, employees, or donors - including information that can be used to distinguish or trace an individual's identity, like name, user logon/account information, social security number, and/or biometric records; Protected Health Information (PHI); Student Education Records protected by FERPA; etc.)? ★

Group 3.4: Export Control Compliance

The term "Export Controls" refers collectively to the body of U.S. laws and regulations that govern the transfer of certain materials, devices and technical information related to such materials and devices to foreign nationals or foreign entities. The two main regulations are the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). However, the Office of Foreign Assets Control (OFAC) has authorization over certain aspects and should be consulted. More information can be found in the [Export Control FAQs](#) or [Export Control Policy and Procedures](#) webpage.

- Items potentially going to outer space, including rockets, spaceships, and CubeSats
- Weapons, Explosives and other items with military applications
- Drones/unmanned aerial vehicles (UAV)
- Electronic intelligence, surveillance, or monitoring systems (and systems to counteract these)
- Cameras with infrared, thermal imaging or night vision capabilities
- GPS
- Semiconductors
- Chemical agents and compounds
- Biological agents and compounds
- Robots

- High end computing equipment
- Items that may be exported (shipped or hand carried) outside the US

3.4.1

Export Control Compliance - Does this purchase involve any of the items listed above? ★

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3.4.2

Export Control Compliance - Will the purchased item(s)/equipment be used, hand-carried, or shipped outside the US (including shipped back to the vendor for repairs)? (Please see the Export Control website for additional information) ★

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3.4.3

Please state what country/countries the item(s) will be exported to and explain the purpose. ★

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3.4.4

Do the goods have a primarily military application? ★

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3.4.5

Please explain the military application, including the US Munitions List (USML)/International Traffic in Arms (ITAR) category and an explanation for any related grant funding. ★

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3.4.6

Export Control Compliance - Are the goods space-related? i.e. Related to Aerospace or Propulsion? ★

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3.4.7

Please explain the space-related application(s) for the goods, including the Export Control Classification Number (ECCN) and/or US Munitions List (USML)/International Traffic in Arms (ITAR) Category and an explanation for any related grant funding. ★

3.4.8

Export Control Compliance - Do you know the Export Control Classification Number (ECCN) of your purchased item(s) /equipment or is your purchased item(s)/equipment an EAR99 classification? For a list of common EAR99 items, please see the Export Control Website. Select one of the following: ★

3.4.9

Export Compliance Control Number (ECCN) is:

3.4.10

Will you potentially be doing all of the following with the good/item: operating, installing (including on-site installation), maintaining (checking), repairing, overhauling, and refurbishing? In other words, will those using the equipment disassemble and study it to the point where they could take it apart and rebuild it?

Group 3.5: Other Considerations

Brown has many policies and procedures that suppliers must comply with when contracting with Brown. More information can be found on the [Doing Business with Brown webpage](#). The following additional risk considerations are intended to inform the Contract Manager about the supplier and their contractual relationship with Brown.

3.5.1

Other Considerations - Intellectual Property - Per the Copyright Ownership and Use Policy, contracts that generate copyrightable works shall contain a provision that the ownership of the work created under the agreement shall belong to the University. Will the contract result in the creation of copyrightable Works paid for with University funds or resources or under a sponsored research grant or other agreement between the University and a third party? ★

3.5.2

Other Considerations - Income/Revenue Generating Contracts - Will the contract generate income or revenue that comes back to Brown University or its faculty, staff or students? (If yes, Please speak with the Office of the General Counsel, who manages income/revenue generating contracts prior to submitting request) ★

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3.5.3

Is this contract related to Commencement/Reunion Weekend? ★

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3.5.4

Risk: Other Risk Considerations ★

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