

# Flinders University

## REPORT ON ENTRY INTO CONTRACT (ROEC)

**This form must be completed pursuant to the Policy on Delegations of Authority to Enter into Contracts and filed in accordance with the Records Management Policy and associated Procedures.**

<b>File:</b> the University Records Management System file number for this document	
<b>Contract ID:</b> unique identifier in Contracts Database, if applicable	

**SECTION A: INFORMATION ON THE CONTRACT** (For completion by the officer familiar with the contract to assist a person undertaking registration of the contract as a **legal document type** in the University's electronic document and records management system)

<b>Descriptive Title:</b>										
<b>Start date:</b>	<b>Expiry date:</b>	<b>Contract Manager</b> (Flinders contact responsible for the contract):								
<b>Country</b> (if international partner/activity):										
<input type="checkbox"/> <b>Research</b>  <input type="checkbox"/> <b>Consulting</b>	<b>Business owner for the contract</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">College of Medicine and Public Health</td> <td style="width: 50%; border: none;">College of Nursing and Health Sciences</td> </tr> <tr> <td style="border: none;">College of Business, Government and Law</td> <td style="border: none;">College of Education, Psychology and Social Work</td> </tr> <tr> <td style="border: none;">College of Education, Psychology and Social Work</td> <td style="border: none;">College of Science and Engineering</td> </tr> <tr> <td style="border: none;">College of Humanities, Arts and Social Science</td> <td style="border: none;">VC's office/portfolios</td> </tr> </table>		College of Medicine and Public Health	College of Nursing and Health Sciences	College of Business, Government and Law	College of Education, Psychology and Social Work	College of Education, Psychology and Social Work	College of Science and Engineering	College of Humanities, Arts and Social Science	VC's office/portfolios
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<b>Financial Value</b> (over lifetime of the agreement, GST exclusive):  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Revenue</td> <td style="width: 50%; border: none;">Expenditure</td> </tr> </table> <b>Account No.:</b>	Revenue	Expenditure	<b>Third Party arrangement</b> (for reporting to TEQSA) <input type="checkbox"/> Another education provider teaches and/or assesses in a Flinders topic/course  Articulation of a Flinders program with another education provider's program  Lease of facilities or space for teaching Flinders program/s  Service that is critical to the provision of Flinders program/s  <input checked="" type="checkbox"/> None of the above							
Revenue	Expenditure									
<b>FOI Reporting</b> (to State Records): Are pages marked 'confidential' or is there wording requiring the University to keep the existence of the contract or the terms of the contract confidential? <b>No</b> <b>Yes</b> (Such contracts are expected to be rare. Wherever such a clause is contemplated, please consult with Governance, Legal & Risk. Email: legal@flinders.edu.au)										
<b>Any related agreements?</b> If Yes, provide details (file references and/or contract IDs):										
<b>Presented for signing under Power of Attorney?<sup>1</sup>:</b> <b>No</b> <b>Yes</b> - If Yes, this form must also be registered to File CF11/2531										

**SECTION B: RISK MANAGEMENT AND RECOMMENDATION** (The following checklist must be completed by the officer familiar with the contract as evidence that the best interests of the University as a whole have been taken into account.)

<b>I confirm</b> that I am satisfied that the following matters identified in clauses 12 and 13 of the Policy on Delegation of Authority to Enter into Contracts have been considered:	
1. the University is <b>able to meet its obligations</b> under the terms of the contract, and it is likely that the other party or parties can meet their obligations; 2. the contract <b>complies with any legislative requirements</b> (e.g. Higher Education Funding Act, enterprise agreements, tax, anti-discrimination, privacy legislation, work health and safety legislation etc); 3. the contract and its procurement <b>conform with relevant University policies</b> and administrative procedures; 4. the <b>appropriate level of approval</b> has been obtained; 5. any necessary internal or external <b>advice has been sought</b> ; 6. any requisite <b>consultation</b> with other staff or operational areas of the University <b>has occurred</b> ; 7. the financial and other benefits, detriments or risks which are expected to flow or attach to the University as a result of the contract have been considered, and any <b>identifiable risks have been properly addressed</b> in the contract, including intellectual property, physical damage or injury indemnities. <b>In addition, I confirm</b> that I am satisfied that: 8. Negotiation of the contract has been sufficiently documented to provide a proper record of the rights and responsibilities of the parties and appropriate <b>records filed in accordance with University Records Management Policy</b> . 9. The <b>Contract Manager identified in Part A understands their responsibilities</b> for the performance management of the contract. 10. <b>Student IP issues</b> are <b>not relevant</b> , or <b>are relevant</b> and the student/s have been counselled about their IP rights and/or confidentiality requirements under the contract. <b>Specific advice</b> on particular matters is <b>attached or located at (insert file reference):</b>	
<b>Name:</b>	<b>Signature:</b>
<b>Position:</b>	<b>Date:</b>

**SECTION C: DECLARATION OF UNIVERSITY SIGNATORY**

I declare that I am satisfied that (i) relevant matters in accordance with the Policy on Delegations of Authority to Enter into Contracts, as identified in section B have been addressed; and (ii) I have authority to enter into the contract on behalf of the University <sup>2</sup> ; and (iii) I have no conflict of interest.	
<b>Name:</b>	<b>Signature:</b>
<b>Position:</b>	<b>Date:</b>

<sup>1</sup> Refer [Appendix B](#) of the Policy on Delegation of Authority to Enter into Contracts  
<sup>2</sup> Refer to [Appendix A](#) of the Policy on Delegation of Authority to Enter into Contracts for a list of authorised signatories

## Legal document type/purpose

Agency
Agent – student recruitment
Agreement/contract (purpose not otherwise listed)
Association Articles/Rules
Authorised Representative
Certificate of Title
Clinical Trial Agreement
Collaboration
Collaboration – international
Company Constitution
Confidentiality
Consultancy – academic/research
Consultancy – other
Copyright/Publishing
Credit Transfer
Deed of Standing Offer
Deed (purpose not otherwise listed)
Donation
Employment
Equipment hire/lease
Exchange of letters
Funding Agreement
Intellectual Property Assignment
Intellectual Property Licence
Licence (other than IP or software)
Loan
Maintenance – buildings and property
Maintenance – software/IT
Materials Transfer
Memorandum of Transfer
Memorandum of Understanding
Mortgage
Multi Institution Agreement – ARC/NHMRC
Novation
Occupancy/Tenancy Lease
Patent/design/trademark document
Power of Attorney
Procurement /supply/terms and conditions
Sale of land/property
Schedule
Scholarship/ Studentship
Secondment
Services (to Flinders)
Shareholders / unitholders
Shares or trust units sale/transfer
Software /IT licence
Sponsorship
Student Exchange
Student Exchange and Study Abroad
Student Placement
Study Abroad
Subcontract
Teaching – award courses - joint degree
Teaching - award courses - offshore
Teaching – award courses - onshore
Teaching/training – non-award
Trust Deed
Variation