**CONTRACT AMENDMENT**

|  |  |  |
| --- | --- | --- |
| Contract or Amendment | **Amount** | Total Contract Value (including all amendments and renewal options) |
| Original Contract #       | **$** | $      |
| Amendment #      | $      | $      |

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the “Contract”) is entered into by and between Insert Contractor's Full Legal Name (& dba if applicable) (hereinafter called “Contractor”), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of [Department] (hereinafter called “University”).

1. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the Colorado State University Controller or the Controller’s authorized delegate; or (2) the following date:     . This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State University Controller or designee. University shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the date on which it is signed by or for the Controller.

**3) FACTUAL RECITALS**

The parties entered into the Contract dated       for/to Insert a very short description of original contract’s purpose.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements set forth herein.

5) EFFECT

It is expressly agreed by the parties that this amendment is supplemental to the Contract, as amended and collectively referred to as the Contract, which is, by this reference incorporated herein; and that all terms, conditions and provisions of the Contract, except as specifically modified herein, shall remain in full force and effect.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows: [List all modifications to the Contract, to include additions or deletions to provisions, terms, conditions, etc. If changes are made to the statement of work, exhibits, or payment terms, refer to the attached Exhibit A and set forth the changes on that Exhibit.

7) ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8) AVAILABLE FUNDS

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

|  |  |
| --- | --- |
| **CONTRACTOR**:Insert Grantee's Full Legal NameBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*SignatureName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | **STATE OF COLORADO****Jared Polis, GOVERNOR**Board of Governors of the Colorado State University System, acting by and through Colorado State UniversityBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **REQUIRED APPROVALS:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Dean, Director or Dept. Head*]**Account No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**LEGAL REVIEW**Philip J. Weiser, Attorney GeneralBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Brian Anderson, Esq. Assistant Legal Counsel Office of the General Counsel |

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL by the UNIVERSITY CONTROLLER

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**COLORADO STATE UNIVERSITY CONTROLLER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT** **A TO CONTRACT AMENDMENT NUMBER**

**AMENDED SCOPE OF WORK and PAYMENT SCHEDULE**

[*Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.*]

**The following scope of work is *(check one only)*:**

**[ ]  in addition to the work described in the Original Agreement, which has been or will be performed as agreed; OR**

**[ ]  in lieu of the work described in the Original Agreement, replacing the original Scope of Work.**

**Description of the Work:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENT SCHEDULE**

[Enter here or attach a detailed statement of the dates and amounts for payments to be made under the Contract and any service milestones or deliverables attendant to such payments, if applicable].