

## Contract Review Checklist

*\*Note: This checklist changes frequently. Users should return to the Controller's Office Contracts webpage and download a new version of this checklist each time it is used\**

Today's Date: \_\_\_\_\_ Contract Due Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Department Initiating Contract: \_\_\_\_\_

Individual Responsible for Contract: \_\_\_\_\_

Contract Purpose and Consideration (*what is being exchanged*):

Contract Term: Start Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

*Instructions: Indicate "Y" or "N" next to each question.*

### Form of Agreement:

\_\_\_\_\_ Can a UP Template Agreement be used for contract?

### Identification of Parties:

\_\_\_\_\_ Does contract correctly and accurately identify the parties, including name and address? *UP should be identified as University of Portland, with its primary place of business at 5000 Willamette Blvd., Portland, OR 97203-5798.*

\_\_\_\_\_ Are abbreviated descriptions of the parties (e.g. "User" "Licensee" "Client") and other defined terms (e.g. "Services") consistent throughout contract?

\_\_\_\_\_ Can contractor assign contract to another entity that is not identified in the contract?

### Rights and Obligations:

\_\_\_\_\_ Is the purpose of contract described completely and accurately?

\_\_\_\_\_ Are the obligations of each party described clearly, including where the proposed activities will take place?

\_\_\_\_\_ Are payment terms clearly stated with clear amounts and payment dates?

\_\_\_\_\_ Does contract identify any obligation by the contractor to comply with applicable federal, state, and local laws? (*Note: Advised*)

### Duration:

\_\_\_\_\_ Are start and end dates clearly stated?

\_\_\_\_\_ Are performance date milestones correct and achievable?

- \_\_\_\_\_ Does contract contain an **automatic renewal** provision? (*Note: Generally prohibited*)
- \_\_\_\_\_ Is UP comfortable with the renewal terms?
- \_\_\_\_\_ Does contract specify a mechanism for termination by UP (e.g. in writing, with notice)?
- \_\_\_\_\_ Does contract provide for termination in the event of a material breach by the contractor?
- \_\_\_\_\_ Are the situations establishing material breach clearly defined (e.g. unsatisfactory performance, non-payment, change in contract terms)?

**Insurance:**

- \_\_\_\_\_ Is there an insurance clause in the contract? (*Note: Required*)
- \_\_\_\_\_ Does contract require UP to carry certain lines and amounts of insurance?
- \_\_\_\_\_ Does contract require the contractor to provide proof of insurance? (*Note: Advised*)
- \_\_\_\_\_ If so, has proof of insurance (a certificate of insurance) been obtained?
- \_\_\_\_\_ Is the contractor required to name UP as an “additional insured” through an endorsement to the contractor’s insurance policies? (*Note: Generally required*)

**Indemnity and Liability:**

- \_\_\_\_\_ Does contract provide for indemnification of UP against third-party claims? (*Note: Required*)
- \_\_\_\_\_ Does contract contain a limitation of liability provision?
- \_\_\_\_\_ Does contract otherwise limit UP’s ability to bring any claims against the contractor? (*Note: Such limitations are prohibited*)
- \_\_\_\_\_ Does the contract contain a personal guarantee for a UP person? (*Note: Prohibited*)

**Miscellaneous:**

- \_\_\_\_\_ Does contract have provisions regarding entire agreement, severability, trademarks, modifications, non-assignment, non-waiver, no agency, execution in counterparts, force majeure, and authority to execute? (*Note: Required*)
- \_\_\_\_\_ Where confidential information will be available to the contractor, does contract contain a confidentiality provision? (*Note: Advised*)
- \_\_\_\_\_ Is contract governed by the laws of Oregon? (*Note: Required*)
- \_\_\_\_\_ Does the contractor consent to the jurisdiction of the Oregon courts? (*Note: Required*)
- \_\_\_\_\_ Is the venue for disputes established in Multnomah County? (*Note: Required*)
- \_\_\_\_\_ Has Facilities confirmed, as applicable, that any necessary spaces and facilities will be available? (*Note: Required where applicable*)
- \_\_\_\_\_ Does contract contain a non-discrimination provision, where any work will involve regular interaction with UP students or student employees? (*Note: Required*)
- \_\_\_\_\_ Does contract involve any of the following types of services: student recruitment, retention, and related marketing; managing or processing financial aid; providing educational content or instruction; or preparing consumer reports? (*Note: Higher Education Act TPS*)

\_\_\_\_\_ Will the contractor receive, maintain, process, or otherwise have access to consumer financial information? (*Note: GLBA Safeguards rule*)

\_\_\_\_\_ If contractor is a new vendor, has a W9 and electronic payment information (p card preferred, otherwise ACH) been provided to the Controller's Office for review and processing?

**Signature:**

\_\_\_\_\_ Does the person signing contract on behalf of UP have authority to commit UP to the contract? (*Note: Required*)

\_\_\_\_\_ Are the names and titles of all persons signing the contract correct?

**Reviewer**

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_