OCCIDENTAL COLLEGE Contract Review Checklist

Note: This checklist changes frequently. Users should return to the Oxy Contracts website and download a new version of this checklist each time it is used

Today's Date:	Contract Due Date:
Contractor Name:	
Department Initiat	ing Contract:
Individual Respon	sible for Contract:
Contract Purpose	and Consideration (what is being exchanged):
Contract Term:	Start Date Expiration Date
	Expiration bate
	NDICATE "Y" or "N" NEXT TO EACH QUESTION. FOR ADDITIONAL ONTRACTS 101: ISSUE SPOTTING:
Identification of Pa	arties:
Is the Collect 1600 Campi	ge properly identified as Occidental College, with its primary place of business at us Road, Los Angeles, CA 90041?
Is the contra	actor and its address clearly identified?
Are abbrevia terms (e.g. "	ated descriptions of the parties (e.g. "User" "Licensee" "Client") and other defined "Services") consistent throughout the contract?
Duties and Obliga	tions:
Are the obliq take place?	gations of each party described clearly, including where the proposed activities wil
	ontract identify any obligation by the contractor to comply with applicable federal, ocal laws? (Note: Advised)
	entract require the contractor to comply with Oxy's COVID-19 protocols and all aws regarding same? (<i>Note: for contractors who will be on campus</i>)
Terms and Termin	ation:
Are start and	d end dates clearly stated?
Does the co	entract contain an automatic renewal provision? (Note: Such provisions are
Does the co	entract specify a mechanism for termination by Oxy (e.g in writing, with notice)?
Does the co	entract provide for termination in the event of a material breach by contractor?

-	Are the situations establishing material breach clearly defined (e.g. unsatisfactory Performance non-payment, change in contract terms)?
Insur	ance:
	Is there an insurance clause, consistent with College requirements? (Note: Required) (see Standard Terms for acceptable insurance limits)
	Does the 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 Occidental as an additional insured? (Note: Generally required)
Inden	nnity and Liability:
	Does the contract provide for indemnification of the College against third-party claims? (Note: Required)
	Does the contract contain a limitation of liability provision? (<i>Note: Such limitations must be reviewed by OGC</i>)
	Does the contract otherwise limit Oxy's ability to bring any claims against the contractor? (<i>Note Such limitations are prohibited</i>)
Misce	ellaneous:
	Does the 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 the contract contain a confidentiality provision? (Note: Advised)
	Is the contract governed by the laws of California? (Note: Required)
	Does the contractor consent to the jurisdiction of the California courts? (Note: Required)
	Is the venue for disputes established in Los Angeles County? (Note: Required)
	Have you confirmed with Facilities and CEAC, as applicable, that any necessary spaces and facilities will be available?? (Note: Required where applicable)
	Does the contract contain a non-discrimination provision, where any work will involve regular interaction with Oxy students or student employees? (Note: Required [EC 66281.8])
	Does the 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? (<i>Note: Higher Education Act TPS</i>)
	Will the contractor receive, maintain, process, or otherwise have access to consumer financial information? (Note: GLBA Safeguards rule)
Revie	wer (Designated Agent or Delegate of the College):
Print I	Name: Date: