

**OCCIDENTAL COLLEGE
Contract Review Checklist**

Today's Date: _____ Contract Due Date: _____

Contractor Name: _____

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":

Identification of Parties:

- ___ Is the College properly identified as Occidental College, with its primary place of business at 1600 Campus Road, Los Angeles, CA 90041?
- ___ Is the other party and its address clearly identified?
- ___ Are abbreviated descriptions of the parties and other defined terms (e.g. "Services") consistent throughout the contract?

Duties and Obligations:

- ___ Are the obligations of each party described clearly, including where the proposed activities will take place?
- ___ Does the contract identify any obligation by the contractor to comply with applicable federal, state, and local laws? (*Note: Advised*)

Terms and Termination:

- ___ Are start and end dates clearly stated?
- ___ Have you ensured there is **no automatic renewal** provision? (*Note: Such provisions are prohibited*)
- ___ Does the contract specify the mechanism for termination (e.g in writing, with notice)?

- ___ Does the contract 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)

Insurance:

- ___ Is there an insurance clause, consistent with College requirements? *(Note: Required)*
(see [Standard Terms](#) for acceptable insurance limits)
- ___ Does the contract require the other party to provide proof of insurance? *(Note: Advised)*
- ___ If so, has a copy of any required certificates been obtained?
- ___ Is the other party required to name Occidental as an additional insured? *(Note: Generally required)*

Indemnity & Liability:

- ___ Does the contract provide for indemnification of the College against third-party claims? *(Note: Required)*
- ___ Does the contract limit Oxy's ability to bring any claims against the contractor? *(Note: Such limitations are prohibited)*

Miscellaneous:

- ___ Does the contract have provisions regarding entire agreement, severability, modifications, non-assignment, force majeure, and authority to execute? *(Note: Required)*
- ___ Is the contract governed by the laws of California? *(Note: Required)*
- ___ Is the venue for disputes established in Los Angeles County? *(Note: Required)*
- ___ Will any necessary spaces and facilities involved in the contract be available? Have you confirmed with Facilities and CEAC, as applicable? *(Note: Required where applicable)*
- ___ Does the contract contain a non-discrimination provision, where any work will be performed on Oxy's campus or with Oxy employees? *(Note: Advised)*

Reviewer (Designated Agent or Delegate of the College):

Print Name: _____ Date: _____