

**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 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:

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*)
- _____ Does the contract indicate that the contractor must comply with Oxy's COVID-19 protocols and all applicable laws regarding same? (*Note: for contractors who will be present on campus*)

Terms and Termination:

- _____ Are start and end dates clearly stated?

- _____ Does the contract contain an **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, trademarks, modifications, non-assignment, execution in counterparts, 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 [SB493]*)

Reviewer (Designated Agent or Delegate of the College):

Print Name: _____ Date: _____