

- _____ Does the contract contain an **automatic renewal** provision? *(Note: Such provisions are prohibited)*
- _____ Does the contract specify a mechanism for termination by Oxy (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 proof of insurance (a certificate of insurance) been obtained?
- _____ Is the other party required to name Occidental as an additional insured? *(Note: Generally required)*

Indemnity 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? *(Note: Such limitations must be reviewed by OGC)*
- _____ Does the contract otherwise 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, 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 other party 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])*

Reviewer (Designated Agent or Delegate of the College):

Print Name: _____ Date: _____