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 Initia	ting Contract:
Individual Respo	nsible for Contract:
Contract Purpose	e and Consideration (what is being exchanged):
Contract Term:	
	Expiration Date
	INDICATE "Y" or "N" NEXT TO EACH QUESTION. FOR ADDITIONAL CONTRACTS 101: ISSUE SPOTTING:
Identification of F	Parties:
	ege properly identified as Occidental College, with its primary place of business at ous Road, Los Angeles, CA 90041?
Is the othe	party and its address clearly identified?
	iated descriptions of the parties (e.g. "User" "Licensee" "Client") and other defined "Services") consistent throughout the contract?
Duties and Obliga	ations:
Are the obl	igations of each party described clearly, including where the proposed activities will
	ontract identify any obligation by the contractor to comply with applicable federal, ocal laws? (Note: Advised)
	ontract require the contractor to comply with Oxy's COVID-19 protocols and all laws regarding same? (<i>Note: for contractors who will be on campus</i>)
Terms and Termi	nation:
Are start a	nd end dates clearly stated?

	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)?
Insura	ance:
	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)
Indem	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	llaneous:
	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])
Revie	wer (Designated Agent or Delegate of the College):
Print N	Name: Date: