

**SETON HALL UNIVERSITY
CONTRACT REVIEW CHECKLIST
(FOR NON-STANDARD CONTRACTS/AGREEMENTS ONLY)**

TODAYS DATE: _____ CONTRACT DUE DATE: _____

TO: Daniel C. Taylor, Director of Business Affairs

FROM: University Personnel: _____
Department: _____
Phone #: _____

CONTRACT PURPOSE/CONSIDERATION:
“Consideration” describes what is being provided by whom, to whom, at what cost. What is the purpose of the proposed contract, and what are the terms of consideration?.

CONTRACT TERMS Date Commencing: _____
Date Expiring: _____
Cost: _____

APPROVED INITIAL: _____

For definitions, see website at <http://admin.shu.edu/complianceprogram/>

All questions must be answered.

I. Initial Review

1. _____ Have you read contract in its entirety and approved of its contents?
2. _____ Are all attachments and exhibits referred to in the contract attached?
3. _____ Is a cover letter attached with department approval?
4. _____ Does the contract require expenditure in excess of \$25,000? If approved, has the contract also been approved by the Board of Regents?
5. _____ Does the contract require expenditures more than \$2,500? If so, have a minimum of two bids been obtained?

II. Identification of Parties

Proper identification of parties includes full and appropriate name of the organization(s) and/or individual(s) involved, and complete addresses.

- 1. _____ Is the University properly identified?
- 2. _____ Is other party properly identified?
- 3. _____ Are abbreviated descriptions of parties throughout the contract consistent?

III. Consideration/Business Terms

- 1. _____ Is the consideration properly and accurately stated?
- 2. _____ If cash payments are to be made by the University, does the contract specify when and where payments are due?
- 3. _____ Have the consideration and business terms of the contract been reviewed and approved by department supervisor or University official?

IV. Duties and Obligations

- 1. _____ Where will proposed contract activities take place?

- 2. _____ Is each obligation described with sufficient clarity so that the parties know how it will be performed?
- 3. _____ Does the contract properly identify the responsibility for National, State and Local code requirements?

VI. Term and Termination

- 1. _____ Does the contract contain a clearly ascertainable starting and ending date?
- 2. _____ Does the contract provide for a “no-fault” termination by Seton Hall University prior to the termination date?
- 3. _____ Have you ensured that there is no automatic renewal provision? Please be aware that the university does not allow contracts to renew automatically.

4. Are there other termination provisions, such as:
- _____ Termination for unsatisfactory performance?
 - _____ Termination upon unexpected changes in contract terms?
 - _____ Termination upon payment of stipulated sum?
 - _____ Automatic termination?

VII. Insurance Clause

- 1. _____ Is there an insurance clause in the Contract?
- 2. _____ Does the clause specify the types of insurance required?
- 3. _____ The University requires the following limits: \$1 million per occurrence; \$3 million annual aggregate. Are those limits specified?
- 4. _____ Does the contract require exchange of information via Certificates of Insurance (COI)?
- 5. _____ Is the other party required to name the University as an additional named insured under its policies of insurance?

VIII. Indemnity Clause

- 1. _____ Does the contract contain an indemnity clause? Indemnity clause should indemnify, defend and hold harmless the other party or parties from and against all claims and liabilities as a resulting from a negligent act or omission.
- 2. _____ Does the indemnity include “reasonable attorneys fees”?
- 3. _____ Are all parties subject to an indemnity clause? Indemnity provisions should be reciprocal and mutual among all parties.

IX. Events of Default Clauses

- 1. _____ Does the contract provide termination in the event of default?
- 2. _____ Are the events of default described with clarity and specificity? The default should be applied with equal force to both parties.
- 4. _____ Is there a provision for written notification of default to the defaulting party?

5. _____ Is there a provision to remedy default?
- _____ Does it cure default upon initiation of corrective action?
- _____ Does it require that corrective action be completed before default is cured?
- _____ Does the contract provide for written notification of termination?

X. Dispute Resolution

1. _____ Does the contract contain a “dispute resolution” provision?
2. _____ Have you ensured that mediation is not specified as a means of dispute resolution? Mediation is not an approved method by the University, so this would need to be changed.

XI. Force Majeure Clause (Causes Beyond the Parties’ Control)

1. _____ Does the contract contain a force majeure clause?
2. _____ If so, does the contract address delay in performance caused by forces beyond the parties’ control?

XII. Confidentiality Clause

1. _____ Does the contract contain a confidentiality clause?

XIII. Remedies Clause

1. _____ Does the contract clearly specify the remedies available in the event of breach?
2. _____ Does it provide for money damages? Are they related to the actual facts of the contract?
3. _____ Does it provide for cumulative remedies?
4. _____ Does it provide for recovery of attorney’s fees, court costs, etc.?

XIV. Miscellaneous Provisions

1. _____ Does the contract contain an entire agreement clause? The written contract is to be the whole agreement. There are no “off the record”, verbal or “side” agreements.
2. _____ Governing law: is the choice of law governed by the State of New Jersey?

- 3. _____ Can the contract be assignable to a third party?
- 4. _____ Is there a section for Notices (name and address)? Be sure to include necessary “with copies to.” Any notices should be sent via Certified Mail, Return Receipt Requested and regular mail.

XV. Execution

- 1. _____ Does person signing have authority as an Officer of the University?
- 2. _____ Is the vendor’s representative authorized to sign the contract?
- 3. _____ Is there provided space for the data of each signature, but clarify “effective date”, whether “ date of last signature, “ or “as contained in the agreement.”

SUBMITTED BY:

Sign: _____ Print: _____ Date: _____