

Project Director: _____

Project Title: _____

CONTRACT REVIEW CHECKLIST OFFICE OF RESEARCH AND SPONSORED PROGRAMS

Column A should be completed by the faculty/staff member who is responsible for implementation of the contract. It is recommended that the individual complete as many of the items in the checklist as possible, but at a bare minimum, the individual **MUST RESPOND TO ALL SHADED ITEMS**. ORSP stands ready to help you, so feel free to telephone or meet with ORSP staff when completing the form.

For each item, initial the box in Column A to show agreement or compliance with the statement. If you have reservations about any of the items, please contact ORSP to discuss your concerns.

Column B will be completed by ORSP.

	COLUMN A Faculty/Staff Initial to indicate acceptability	COLUMN B ORSP Initial to indicate acceptability
1. I have read the contract, including all attachments and exhibits.		
2. All terms and conditions of the contract conform with the final negotiations/agreements of the parties.		
3. No supplementary verbal or written agreements were made.		
4. All documents incorporated by reference in the contract, including exhibits and appendices, are attached.		
5. Those carrying out the contract can meet the terms of the contract (e.g., the work can be completed, and it can be completed according to any time limits provided in the contract; we will be able to hire the personnel specified in the contract, etc.).		
6. The contract adequately describes all that the other party must do to make the contract work.		
7. Commitments have been obtained from the proper administrators for all resources to be provided by the university. These commitments are specified and agreed to on the university's transmittal form which is submitted with the contract.		
8. All agreements/clauses which prohibit the University from releasing or disclosing information include an exception which states, "except as required by law or is otherwise required by a court of competent jurisdiction."		
9. If the contract is exempt from disclosure under Public Act 55, the appropriate document is on file in ORSP.		
10. If needed, confidentiality agreements have been signed by all persons involved in the project.		

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11. If there is a provision that restricts, in any way, the publication of results from research, the faculty/staff member understands the provision and is willing to comply with it.		
12. If the contract specifies who will own the results of this project (including raw data, patent rights, intellectual property rights, etc.), the faculty/staff member understands the provisions and finds them acceptable.		
13. If a student or someone else will be working on the project in an unpaid capacity, signed waivers of intellectual property rights agreements have been obtained.		
14. All waivers or compliance statements have been/will be obtained.		
15. The contracting party is stated as being Central Michigan University, not a particular department, program, or individual.		
16. The contract is governed under the laws of the State of Michigan.		
17. Risk manager has or will approve insurance or hold harmless clauses.		
18. This contract does not conflict with any other contracts, promises or obligations of the University.		
19. There are no statements warranting or guaranteeing satisfaction.		
20. The dates of the contract are clear.		
21. Provisions for payment to the University are clear.		
22. The contract includes a termination clause that provides the University with a way to legally end the contract earlier than the specified date. If the contract is shorter than one year, this provision is not needed.		
23. If the contract includes a termination clause for the other party, the terms are acceptable to the University.		
24. The contract includes an appropriate provision if the contract is breached.		
25. The full name, address, legal status (e.g., corporation, partnership, etc.) and contact person of other party are included.		
26. Names of all persons signing contract are printed or typed below or above signatures.		
27. Person signing for the University is authorized to sign this contract.		
28. Over the life of the contract, the contract involves \$ _____ to the University and/or \$ _____ from the University.		

	COLUMN A Faculty/Staff Initial to indicate acceptability	COLUMN B ORSP Initial to indicate acceptability
29. If the contract includes indemnification or liability clauses, they are acceptable as written.		
30. This must be reviewed by University Counsel because: <input type="checkbox"/> amount involved exceeds \$200,000 <input type="checkbox"/> contract lasts more than two years without a cancellation clause <input type="checkbox"/> unusual legal provisions; some legalistic language I am not sure I understand (list sections) <input type="checkbox"/> indemnification, warranty or guaranty provisions <input type="checkbox"/> contract will be sent to Board of Trustees for action This should be reviewed by University Counsel because: <input type="checkbox"/> University drafted the contract <input type="checkbox"/> Other _____ <input type="checkbox"/> Review is not needed		

Signature (Column A)

Signature (Column B)

Name

Name

Date

Date

Return completed form along with contract (including attachments and exhibits) and signed transmittal form to:

**Office of Research and Sponsored Programs
250 Foust Hall
Central Michigan University**