

SETON HALL UNIVERSITY
CONTRACT REVIEW CHECKLIST

TODAYS DATE: _____ CONTRACT EFFECTIVE DATE: _____

TO: Director of Business Affairs

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

CONTRACT DESCRIPTION:

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

DIVISION HEAD APPROVED: _____

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?

II. Identification of Parties

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

III. Business Terms

1. ___ Have the business terms of the contract been reviewed and approved by department supervisor or University official?
2. ___ Does the contract require an expenditures in excess of \$500,000? If approved, has the contract also been approved by the Board of Regents?
3. ___ Does the contract require expenditures from \$2,500 – \$4,999, if so, have three verbal quotes been obtained?
4. ___ Does the contract require expenditures from \$4,999 – \$9,999, if so, have three written quotes been obtained?
5. ___ Does the contract require expenditures \$10,000 or greater, if so, have three sealed bids been obtained?

IV. Consideration

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 the department supervisor and Division Head.

V. Duties and Obligations

1. ___ Is the location of the performance of each obligation adequately identified?
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 regulatory requirements?
4. ___ Are students performing and/or providing services for the University?
5. ___ Are students otherwise involved in activities related to the contract?

VI. Event 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.
3. _____ Is there a provision for written notification of default to the defaulting party?
4. _____ 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 specify a number of days within which to remedy the default?

VII. Term and Termination

1. _____ Does the contract contain a clearly ascertainable starting and ending date?
2. _____ Does the contract provide for an at-will termination by Seton Hall University prior to the termination date; without any liability or financial obligation?
3. _____ Have you ensured that there is no automatic renewal provision? If yes, 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?
 - _____ Does the contract provide for written notification of termination (timeframe of how many days notice)?

VIII. 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.?

IX. Insurance Clause

1. ___ Is there an insurance clause in the Contract? If so, has it been reviewed by the Compliance Officer?
2. ___ Does the clause specify the types of insurance required?
3. ___ Does it specify dollar limits of coverage?
4. ___ Does it provide proof of insurance or Certificate of Insurance (COI)?
5. ___ Does it provide that the failure to maintain insurance is an event of default?
6. ___ Is the other party required to name the University as an additional named insured under its policies of insurance?

X. Indemnity Clause

1. ___ Does the contract contain an indemnity clause? Indemnity clause should reciprocate indemnity, defend and hold harmless all parties from and against all claims and liabilities as a resulting from a negligent act or omission in connection with responsibilities under the agreement.
2. ___ Does the indemnity include "reasonable attorneys fees"?
3. ___ Does the indemnity clause contain a "third party" indemnity?
4. ___ Are all parties subject to an indemnity clause? Indemnity provisions should be reciprocal and mutual between all parties.

XI. Dispute Resolution

1. ___ Does the contract contain a "dispute resolution" provision?
2. ___ If arbitration will be used, is there a specific limitation period within which arbitration needs to be filed?
3. ___ 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.

XII. 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?

XIII. Confidentiality Clause

1. _____ Does the contract contain a confidentiality clause?

XIV. Miscellaneous Provisions

1. _____ Does the contract contain an entire agreement clause?
Stress to University personnel that the writing is the whole agreement. There are no off the record verbal or side agreements.
2. _____ Is the agreement governed by the State of New Jersey?
3. _____ Can the contract be assigned 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. _____ Are there representations of authority? Are they correct?
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."
4. _____ Does the contract need to be notarized?
5. _____ Is it required that the corporate seal be affixed by the corporate secretary?

SUBMITTED BY:

Sign: _____ Print: _____ Date: _____