

CONTRACT REVIEW CHECKLIST

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.

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

Column B will be completed by the Recommending Approval person.

	COLUMN A Faculty/Staff Initial to indicate acceptability	COLUMN B Recommending approval person(s) Initial to indicate acceptability
1 I have read the contract, including all attachments and exhibits.		
2 All responsible parties in all the relevant individuals/departments have been involved to the extent of their specialization. <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Finance and Accounting <input type="checkbox"/> Academics and Research <input type="checkbox"/> Human Resources <input type="checkbox"/> IQAMO		
3 All terms and conditions of the contract conform with the final negotiations/agreements of the parties.		
4 No supplementary verbal or written agreements were made.		
5 I am satisfied that the contract is clear and unambiguous.		
6 All documents incorporated by reference in the contract, including exhibits and appendices, are attached.		
7 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, etc.)		
8 The contract adequately describes all that the other party must do to make the contract work.		
9 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.		
10 Adequate and proper reference and credit checks have been completed on the other parties to the agreement.		
11 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."		
12 If needed, confidentiality agreements have been signed by all persons involved in the project.		
13 All waivers or compliance statements have been/will be obtained.		
14 The contracting party is stated as being La Salle University Ozamiz, Inc., not a particular department, program, or individual.		
15 The contract is governed under the laws of the Philippines.		
16 Insurance or hold harmless clauses are acceptable and not unfavorable to the university.		
17 The University's intellectual property is protected and not transferred by the contract.		

18	This contract does not conflict with any other contracts, promises or obligations of the University.		
19	There is no statements warranting or guaranteeing satisfaction.		
20	The dates of the contract are clear.		
21	Provision for payments 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, sole proprietorship, 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.		
29	If the contract includes indemnification or liability clauses, they are acceptable as written.		
30	For contracts that creates a contractor/sub-contractor arrangement between the University and the other parties, I have passed to the other party the University's policies on: ___ anti-bullying ___ privacy ___ conflict of interest ___ codes of conduct ___ fraud and corruption prevention ___ occupational health and safety		
31	___ amount involved exceeds ₱1,000,000. ___ contract lasts more than two years without a cancellation clause ___ unusual legal provisions; some legalistic language I am not sure I understand (list sections) ___ indemnification, warranty or guaranty provisions ___ contract will be sent to Board of Trustees for action This should be reviewed by University legal counsel because: ___ University drafted the contract ___ Other _____ ___ Review is not needed.		

Signature (Column A)

Signature (Column B)

Name

Name

Date

Date