

SWARTHMORE COLLEGE
CONTRACT REVIEW CHECKLIST
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Today's Date: _____ Contract Due Date: _____

Department Initiating Contract: _____

Individual Responsible for Contract: _____

Contract Purpose/Consideration:

(What is the purpose of the proposed contract, and what are the terms of consideration? Consideration describes what is being provided, by whom and to whom, and at what cost.)

Contract Terms: Commencement Date _____
Expiration Date _____
Total Cost _____

Reviews/Approvals: A financial manager or designee may execute contracts with a value up to \$50,000.00. A President's Staff Member, VP for Finance & Administration, and President are authorized to execute contracts with a value over \$50,000.00. Elevated risk contracts must be signed by the department's Senior staff member or authorized designee.

I. Initial Review

- _____ Have you read the contract in its entirety and agree that it meets the needs of your department?
_____ Are all attachments and exhibits references in the contract attached?

II. Identification of Parties

- _____ Is the College properly identified (contracting party should be **Swarthmore College, 500 College Avenue, Swarthmore, PA 19081-1397**)?
_____ Is the other party properly identified?
_____ Are abbreviated and designated descriptions of the parties consistent throughout the contract?

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III. Consideration/Business Terms

- _____ Is the consideration properly and accurately stated?
_____ If payments are to be made by the College, does the contract specify when payments are due and where they should be remitted to?
_____ Are funds available/budgeted for this contract?

IV. Duties and Obligations

- _____ Where will the proposed contract activities take place?

_____ Is each obligation described with sufficient clarity so that the parties know what is being performed and how it will be performed?
_____ If applicable, does the contract properly identify the responsibility for National, State and Local code requirements (United States of America, Commonwealth of Pennsylvania and Borough of Swarthmore)?

V. Terms and Termination

- _____ Does the contract contain a clearly ascertainable starting and ending date?
_____ Have you ensured there is no automatic renewal clause?

VI. Insurance Clause

- _____ Is there an insurance requirement clause in the contract?
_____ If yes, are the requirements consistent with the College requirements?
_____ Does the contract require exchange of information by way of Certificates of Insurance?
_____ Is the other party required to name the College as an additional insured?
_____ Has a copy of any required Certificate of Insurance been obtained?

VII. Indemnity

- _____ Does the contract contain an indemnity clause?
_____ If yes, is the indemnity clause consistent with the College requirements?

VIII. Default

- _____ Does the contract provide for termination in the event of default?
_____ Are the instances establishing default described with clarity and specificity?
_____ Are the following included in the list of instances resulting in default?
_____ Unsatisfactory Performance
_____ Non-payment
_____ Unexpected change in contract terms
_____ Is the ability to terminate in the event of default applied with equal force to both parties?
_____ Is there a provision for written notification of default to the defaulting party?

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IX. Force Majeure

- _____ Does the contract contain a force majeure clause?
_____ Does the force majeure clause address delay in performance caused by forces beyond the parties' control?

X. Miscellaneous Provisions

- _____ Does the contract contain an entire agreement clause?
_____ Is the contract governed by the Laws of the Commonwealth of Pennsylvania?
_____ Does the contract contain a clause to limit the other parties use of the College's name and logo?
_____ Are the necessary facilities available for this contract? Has Facilities Management been involved in the negotiations of fees and services related to the contract? See the Space Use Policy and Rentals site at: <https://www.swarthmore.edu/facilities-management/space-use-policy-and-rentals> for more information.

XI. Venue

- _____ Does the contract contain a venue clause?
_____ Does the venue clause specify that the venue for any dispute be in the Pennsylvania Courts located in Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania?

XII. Execution

- _____ Does the person signing the contract have the authority to sign on behalf of the College?
_____ Does the other party's representative have the authority to sign on behalf of the other party?

XIII. Obligation beyond fiscal year

- _____ Does the contract extend beyond the current fiscal year?
_____ If the contract does extend beyond the fiscal year, what is the dollar allocation/split between the current and the future fiscal year(s)?
Current year through 6/30/xx = _____
7/1/___ - 6/30/___ = _____
7/1/___ - 6/30/___ = _____

Reviewer:

Sign: _____ Print: _____ Date: _____