

**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.

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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: \_\_\_\_\_