CONTRACT REVIEW CHECKLIST

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 ________________
Cost ___________________________

Reviews/Approvals

<table>
<thead>
<tr>
<th>UOG’s Supply Management Administrator</th>
<th>□ Necessary</th>
<th>□ Completed</th>
<th>□ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Counsel</td>
<td>□ Necessary</td>
<td>□ Completed</td>
<td>□ N/A</td>
</tr>
<tr>
<td>Capital Improvement Coordinator</td>
<td>□ Necessary</td>
<td>□ Completed</td>
<td>□ N/A</td>
</tr>
<tr>
<td>Dean/Director of Dept. Initiating Contract</td>
<td>□ Necessary</td>
<td>□ Completed</td>
<td>□ N/A</td>
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</tbody>
</table>

All questions must be answered.

I. Initial Review

____  Have you read the contract in its entirety and agree that it meets the needs of your department?

What, if any, exceptions to UOG contract guidelines and procedures have been requested?

Who approved these?

____  Are all attachments and exhibits references in the contract attached?

____  Is this a construction based contract?

____  Is it for under $25,000?
Have you obtained necessary review from the Supply Management Administrator?
Have you asked for a purchase order to be generated from the Purchasing Department?

Is it over $25,000?
Have you obtained the necessary review from the Capital Improvement Projects Coordinator?

Is the agreement for the purchase of goods/services?
If yes, has the University’s Supply Management Administrator conducted the necessary review for compliance with the UOG Procurement Manual?
If sole sourcing is requested, has it been justified pursuant to established guidelines and approved by the VPAF or Comptroller?
Is the agreement to hire or provide entertainment services?
If yes, has the Dean/Director of the responsible department or the advisor of the University student group conducted the necessary review?
Is this agreement to provide or receive educational services?
If yes, has the Dean/Director of the responsible department conducted the necessary review?
Is this agreement to utilize University resources and/or facilities?
If yes, are you sure the resource/facility is available?
If yes, has the Dean/Director of the responsible department conducted the necessary review?

If over $25,000, is there a bid security in the amount of 15% of the total amount of the bid?

Note: Construction contracts $25,000 or more require a 100% performance bond at contract signing.

II. Identification of Parties

Is the University properly identified?
Is the other party property identified?
Are abbreviated and designated descriptions of the parties consistent throughout the contract?

III. Consideration/Business Terms

Is the consideration properly and accurately stated?
If payments are to be made by the University, does the contract specify when payments are due and where they should be remitted to?

a) Are payment terms standard (i.e., 30 days following submission of invoice)?

b) No advance payment allowed.

c) If initial payment requested, is the reason acceptable pursuant to the relevant guidelines?

Are funds available 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?

Does the contract properly identify the responsibility for National, State and Local code requirements?

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 University requirements?

Does the contract require exchange of information by way of Certificates of Insurance?

Is the other party required to name the University as an additional insured?

VII. Indemnity

Does the contract contain an indemnity clause?

If yes, is the indemnity clause consistent with the University requirements?

Does the risk and size of the contract require that financial statements be furnished to UOG and assessed?
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?

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 Territory of Guam.

______ Are the necessary facilities available for this contract?

XI. Execution

______ Does the person signing the contract have the authority to sign on behalf of the University?

______ Does the other party’s representative have the authority to sign on behalf of the other party?

XII. For Federally Funded Contracts Only:

______ Does the person responsible for this contract (ref. p.1) understand and acknowledge the responsibility of maintaining a Time & Effort Report? ____________________________

(Signature of responsible person)

______ For sub-recipient programs, does the person responsible for this contract (ref. p.1) understand and acknowledge the monitoring and reporting responsibilities of this federal program? ____________________________

(Signature of responsible person)

Submitted by:

Sign: ____________________________ Print: ____________________________ Date: __________