

OFFICE OF THE VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL

CONTRACT REVIEW CHECKLIST GUIDANCE AND PROCEDURES and PROJECTED REVIEW TIMELINE INFORMATION

Compliance with institutional, statutory, and agency requirements is becoming increasingly more complex and scrutinized. Due to the volume of contracts received in this office requesting legal review, and toward the goal of assisting all University offices in their compliance mandates, the Office of the Vice President for Legal Affairs and General Counsel has instituted a contract review checklist procedure. This procedure will not only help reduce the time for legal review turnaround, but it will also provide additional institutional documentation of compliance with requirements established by law, the University, and state and federal authorities.

Accordingly, **the attached contract review checklist needs to be completed before this Office provides its legal review** of liability, compliance, and clarification issues. This checklist is also available on our website at <http://www.wmich.edu/gc/Contract%20Checklist.1.pdf>

It is important to note that not all individuals have the authority to sign contracts binding the University to the commitments made. The Authority to Sign Agreements Policy which was adopted by the WMU Board of Trustees in 1980 can be found on our website at <http://www.wmich.edu/gc/Authority%20to%20sign%20agreements%20policy.pdf>

Please also note that **the Office of Information Technology reviews proposed product purchases to ensure the products will work within WMU's computing and network architecture**. OIT will provide a recommended course of action and also make recommendations for enhancing the relationship with the vendor and any future support issues that may arise during the lifecycle of the product. If the contract you are sending for legal review includes clauses related TO products that depend upon or impact WMU's computing and network architecture, the contract will be sent back to you so you can secure OIT's approval on the product. More information can be found at: <http://www.wmich.edu/oit/p-review/>

If you have not kept the original or a copy of this contract, please let us know. You may retrieve it from our office or we will send it back to you through campus mail so you can complete the contract review checklist procedure.

Once we receive the completed checklist, please allow a minimum of two weeks for us to respond back to you regarding your contract. Sometimes the complexity of certain contracts requires obtaining additional information, research, or input from other University offices. In addition, our office is often called upon to deal with numerous other non-contractual legal matters for the University to which we must turn our immediate attention, which could impact contract review turnaround time. Accordingly, please keep in mind that the sooner you send us a contract for legal review and processing before any mandated deadlines for signing it, the better. **If you have not heard from us within two weeks, though, contact our office to inquire on the status of your contract.**

Thank you for your assistance in these continuing efforts toward legal compliance and reducing potential liability for not only the University, but also for your department/office and WMU's faculty, staff, and students.

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WESTERN MICHIGAN UNIVERSITY CONTRACT REVIEW CHECKLIST

Complete ALL items on checklist and attach before submitting contract to the Office of the Vice President and General Counsel. If item is not applicable, indicate so in "initial box." NOTE: Contract may be returned if contract checklist is incomplete. Add extra pages, if needed, if you wish to provide additional information. Allow at least two weeks for response.

Requirement:	Description:	Certify by Initials :
1. Contract, exhibits, and appendices	All documents incorporated by reference in the contract, including work statement, prime contract(s), exhibits & appendices, (if any) are ATTACHED. If not, attach before sending to General Counsel's office.	Yes _____ No _____
2. Contract terms and conditions * Understanding * Acceptability * Purchasing requirement	a. You READ THE CONTRACTS, EXHIBITS, and all APPENDICES. If not who has? _____ b. You are familiar with all laws, guidelines, requirements, etc. referenced in the contract and exhibits, and assure compliance for WMU If not, obtain the signature of who will provide compliance assurance: c. You CERTIFY that the CONTRACT DOCUMENTS are CONSISTENT with WMU's proposal, negotiations, prime contract items, and understanding of what WMU and all parties will do under the contract. d. Is the contract one that is subject to the bid or procurement process? If you are unfamiliar with purchasing requirements please contact logistical services at 7-8800 or visit the website at: http://www.obf.wmich.edu/logistical-services/purchasing/index.html	a. Yes _____ No _____ b. Yes _____ No _____ Printed Name: _____ c. Yes _____ No _____ d. Yes _____ No _____
3. Indemnification, "hold harmless", and/or liability clause	Does contract have a clause regarding indemnification, "hold harmless", or liability? NOTE: If so, it MUST be reviewed by the Office of the Vice President & General Counsel.	Yes _____ No _____
4. Nondisclosure/confidentiality clause	If there is a nondisclosure or confidentiality clause for WMU, it states "EXCEPT AS REQUIRED BY LAW."	Yes _____ No _____
5. Individual non-disclosure agreements	If WMU promises confidentiality/nondisclosure, you certify that individual nondisclosure agreements (on forms approved by General Counsel) will be obtained from EACH faculty member, staff member, and student BEFORE he/she starts working on the contract.	Yes _____ No _____
6. Contracting party -WMU Board of Trustees	The contracting party for WMU is stated as being the "Board of Trustees of Western Michigan University" (NOT a department, school, or individual).	Yes _____ No _____
7. Other party's name, address, contact person	Full name, address, legal status (i.e. corporation, partnership, government agency, etc.) and contact person of other party is included.	Yes _____ No _____
8. Governing law	The contract is governed under the laws of the State of Michigan OR you certify that you have obtained approval that your dept/office will pay legal fees for out-of-state legal counsel in case of dispute/question.	Yes _____ No _____
9. Time limitations for WMU claims	Does contract contain any clause limiting time for WMU to submit claims?	Yes _____ No _____ Page _____
10. Insurance	Manager of Business Services has approved insurance clauses, if any.	Yes _____ No _____
11. Warranties/guarantees	Does contract or subcontract include warranties/guarantees to WMU or disclaimers from other party? If "yes", reviewer has verified that they are acceptable to dept/office/WMU.	Yes _____ No _____
12. Term of contract; "out" clause	Term and dates of contract are included, and WMU either has reserved, or does not want, the right to terminate contract earlier.	Yes _____ No _____
13. Other party's signature/authority to sign	Reviewer has written proof that all individuals signing contract on behalf of other party are AUTHORIZED to so sign, OR contract has WARRANTY OF AUTHORITY of signing individual.	Yes _____ No _____
14. Printed/typed names; Dates	Names and titles of all persons signing contract are printed or typed below signature AND dates of signatures are included.	Yes _____ No _____

15.a) Intellectual property rights (IP) if clauses regarding IP are included:	a) Ownership of intellectual property rights is CLEARLY specified.	Yes _____ No _____
15.b) Authority re: IP rights	b) if contract gives contracting party any IP rights, they have been approved by authorized WMU representatives.	Yes _____ No _____
15.c) WMU faculty/staff/students recognition of WMU's and other party's IP rights.	c) Written acknowledgement will be obtained from faculty, students, and others <u>before</u> they work on the contract agreeing that they do not have IP rights regarding the work unless an authorized WMU representative gives written approval.	Yes _____ No _____
16. Environmental responsibility	Does contract deal with or contain provision(s) regarding compliance with EPA law, regulations, etc., handling and /or disposal of chemicals, wastes, or contaminants? If so, it MUST be approved by the Office of the General Counsel and the Department of Environmental Safety.	Yes _____ No _____
17. Audit requirements	Audit requirements are acceptable.	Yes _____ No _____
18. Payment terms	Terms of payment and reimbursement of expenses and costs to WMU are CLEARLY described, and acceptable.	Yes _____ No _____
19. Early termination - prorated payment	If contract can be terminated before specified date, contract includes acceptable payment/receipt of funds to/by WMU rendered prior to termination. and indicates who has the right to terminate early.	Yes _____ No _____
20. Total cost involved	The contract involves \$ _____ [to] [from] WMU.	Yes _____ No _____
21. Acceptable financial terms	Contract pricing and related financial terms are reasonable, acceptable to WMU, & within the scope of dept/office(s), authority and budget.	Yes _____ No _____
22. Contracts involving SUBCONTRACTORS doing any portion of WMU's project work.	1) CONTRACTING PARTY HAS GIVEN PRIOR APPROVAL FOR WMU TO SUBCONTRACT (if primary contract so requires); AND 2) WMU's intellectual rights, if any, are PRESERVED in contract with WMU's subcontractor; AND 3) Contracts with WMU's subcontractors state: a) Subcontractor shall NOT assign rights or obligations without WMU's prior approval; AND b) Subcontractors shall be bound to all obligations of WMU, unless WMU specifies otherwise; AND c) ADEQUATE PROTECTIONS for WMU, (i.e., warranties, insurance, approved indemnification of WMU clause) are included.	1) Yes _____ No _____ 2) Yes _____ No _____ 3) a) Yes _____ No _____ b) Yes _____ No _____ c) Yes _____ No _____
23. Other Requirements	Project's specific requirements are noted and addressed and comply with university policy and law.	Yes _____ No _____
24. Questions/concerns	Are there clauses about which reviewer has concerns/questions? If so, specify and describe below or on attached sheet.	Yes _____ No _____
25. Dispute Resolution Clause	Is there a dispute resolution clause? If so it must be reviewed by the General Counsel's office.	Yes _____ No _____
26. Product involving WMU computers or servers	Is there a clause involving software or other product requiring WMU computer and /or networking structure? If so, it must be approved by the Office of Information Technology.	Yes _____ No _____
27. Reviewed by (signature): _____		
Reviewed by (print name): _____		
Department/Office _____		
Phone: _____ Date: _____		
NOTE: CONTRACT REVIEW IS LIMITED TO LEGAL LIABILITY AND CLARIFICATION MATTERS. LEGAL REVIEW DOES NOT CONSTITUTE UNIVERSITY APPROVAL OF THE ACADEMIC, BUSINESS, TECHNOLOGY, AND FINANCIAL TERMS OF THIS CONTRACT. ALL OTHER APPROVALS REQUIRED BY WMU MUST ALSO BE OBTAINED FROM THE APPROPRIATE AUTHORIZED WMU REPRESENTATIVES.		