

Western Michigan University Contract Review Checklist

(When making changes to the Contract, Microsoft's Word - Track Changes should be used if possible. Be sure to red-line any and all changes and add comments if applicable.)

	<u>Ask Yourself?</u>	<u>What You Need To Do</u>
Yes or No	Have you read the Contract Review Procedures to understand your responsibilities?	If not, then read them. They can be found at www.wmich.edu/gc/resources.html and contain the appropriate routing for the Contract.
Yes or No	Have you read the entire Contract including all exhibits and appendices?	If not, <u>then read them.</u>
Yes or No	Are all exhibits and appendices attached?	If not, then request them from the vendor if necessary, read them and attach them to the Contract.
Yes or No	Does the Contract, including all exhibits and appendices, represent your understanding of what is being agreed upon, delivered and obligated to?	If not, then re-negotiate the Contract with the vendor.
Yes or No	Have you verified the correct WMU Contracting Party?	The contracting party for WMU is stated as being the "Board of Trustees of Western Michigan University". It should not be a department, college or individual.
Yes or No	Have you verified the other party's Contracting information?	The other party's contracting information must include, Full Name, Address, Legal Status (i.e. corporation, partnership, government agency, etc.) and a contact person
Page #	Are the payment terms and due dates clearly defined?	If not, then either re-negotiate the Contract or insert them.
Page #	Is the Contract duration clearly defined indicating start and end dates?	If not, then either re-negotiate the Contract or insert them.
	What will be the total consideration (cost/expense) of this Contract?	Enter the total expense here \$_____.
Page #	Is there an "Out" or Termination Clause for WMU?	If so, the Contract must specify under what circumstances WMU can initiate the "Out" or Termination Clause. Typically, this is with a written 30 days notification.
Page #	Is there a Confidentiality Clause?	If it is specific to WMU then it must state "EXCEPT AS REQUIRED BY LAW".
	Have you verified the governing law?	The Contract must be governed under the laws of the State of Michigan.
	Is there a section for Warranties and/or Guarantees?	If so, are the Warrantees and/or Guarantees acceptable to you?
Yes or No	Do you approve of this Contract and does it meet your needs? Please note any sections that you may have re-negotiated and/or changed below.	

Include a simple 1 or 2 paragraph business purpose and/or justification for the Contract. This could be cost savings, productivity gains, regulatory, requirement, required because of technology changes. Anything that may help the reviewer(s) better understand the purpose.

Before forwarding the Contract, Exhibits, Appendices, a copy of the completed checklist and any background information, the above items must be performed by you and the page number of the Contract where the item is referenced. **Any incomplete information will result in the Contract being returned to you for completion. Other contract issues may arise which will also result in returning the Contract to you for further follow-up.**

Contact for Questions:

Date:

Contact Phone:

Funding Department:

Contact Email Address: