

### Contract Review Checklist

REQUIREMENT	DESCRIPTION	COMPLETED BY: (PLEASE INITIAL)
Contract, Exhibits, and Appendices	The contract and all documents incorporated by reference in the contract, including exhibits and appendices, are attached. All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligation under this contract.	
Contracting Party	The name of the contracting party is stated as the "Community College of Rhode Island."	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) contact person, and execution authority of the representative of the other party are included.	
Understanding	The written contract matches the verbal understanding of all parties. All terms and conditions conform with the final negotiations/agreement of the parties. No supplementary verbal or written agreements were made.	
Competition/Conflicts with Existing Contracts/ Compliance	The contract does not conflict with any other contracts, promises, obligations, or the mission of the College. The requesting department verifies the College can comply with all terms and conditions and that those carrying the contract can meet the terms of the contract (e.g., the work can be completed, it can be completed according to any time limits provided in the contract (if applicable), we will be able to hire the personnel specified in the contract, etc.).	
Conflicts of Interest	The other party is not a public official or an employee of the College, OPC, or another Rhode Island Higher Education institution.	
Conditions or Obligations	If the contract contains any conditions or obligations, "triggering" event(s) are clearly defined. Contract owner is responsible to note relevant dates (i.e. renewal date).	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been/will be obtained.	
Procurement	The appropriate procurement officer has been consulted regarding the purchase of goods or services being acquired under the contract, to confirm that all applicable procurement rules and regulations have been followed.	
Term	The initial term of the contract is one year (12 months). Any reference to continuation of the agreement beyond one year is predicated on the availability of funds and the agreement does not automatically renew.	
Confidential/FERPA Protected Information	If the contract involves the transmission and/or sharing of personally identifiable employee and/or student data, the agreement complies with the requirement of FERPA and other applicable privacy laws. IT and General Counsel have review and approved such language.	
Insurance	The department is agreeable to any insurance clause(s). The VPFS must approve any insurance clauses. The department is agreeable to any insurance clause(s). The Risk Manager must approve any insurance clauses, which must comply with State Purchasing requirements General Conditions of Purchase (i.e. cyber insurance)	
Governing Law Jurisdiction	The contract does not permit any legal action to be taken in any other state or country or apply the law of another state or country. The contract does not permit legal action to be taken in federal court outside of the State of Rhode Island.	

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Warranties/Guarantees	Warranties or guarantees from the other party give satisfactory protection.	
College Logo	If the contract allows the other party to use the College's name, logo, or other trademark associated with the Community College of Rhode Island, the use has been approved by the appropriate College official.	
Intellectual Property	All intellectual property issues (copyright, trademark, patent) have been addressed.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law or by a court of law. If not applicable, indicate "n/a." All nondisclosure or confidentiality provisions must be approved by General Counsel.	
Printed/Typed Names	The names of all persons signing the contract are printed or typed below the signature.	
Signature Authority	The person signing the contract on behalf of the College is authorized to do so.	
Total Cost Involved	The contract involves \$_____ [to] [from] (circle one) the College. Provisions for payments to or from the College are clear.	
Default	The contract provides for events of default for each party. The events of default are described with clarity and specificity. There are provisions for notification of default and a method to cure any default by the College.	
Termination Clause	The contract includes a termination clause that provides the College with a way legally to end the contract earlier than the specified date and set out acceptable terms for such termination. If the contract includes a termination clause for the other party, the terms are acceptable to the College.	
Authorization	Commitments have been obtained from the proper administrators for all resources to be provided by the College.	
Payment	All College funds committed by this agreement are to be paid in the current fiscal year or are on hand and may be committed for payments in future fiscal years. The contract clearly established place, time, and method of payment.	
Unrelated Business Income Tax	If the contract involves any payment to the College, the issue of Unrelated Business Income Tax (UBIT) has been reviewed by the Controller's Office.	
Data Requirements	Will there be any data collected, accessible and/or shared with/by this vendor? A list of all data that will be accessible has been provided to IT for review.	
Facilities Requirements	Are there power, network and/or any other "plug-ins" necessary? (Physical Plant/IT)	
Entire Agreement	State of Rhode Island Purchasing Regulations, its' General Conditions of Purchase as well as terms and conditions of CCRI's purchase order are incorporated into the vendor agreement. In the event of conflict, CCRI terms govern and prevail.	

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Prohibited Provisions	<p>The contract does not contain prohibited provisions. Any such provisions have been deleted or modified in accordance with State of RI General Conditions of Purchase and authorized by the College. Any of the following must be deleted or reviewed by General Counsel (and IT where applicable).</p> <p><b>Indemnification.</b> The College may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, or losses incurred by that party in connection with the contract.</p> <p><b>Liability Limitations/Waiver of Claims.</b> The contract does not limit the other party's liability or waive claims.</p> <p><b>Statute of Limitations.</b> The contract attempts to limit the time frame in which the College can file a lawsuit.</p> <p><b>Term of Contract.</b> Starting and ending dates of the contract are not included and/or clearly defined.</p> <p><b>Automatic Renewal.</b> The contract does not provide for automatic renewal.</p> <p><b>Warranties/Guarantees.</b> There are no warranties or statements guaranteeing satisfaction from the College.</p> <p><b>Defense of College.</b> Contract does not provide for anyone other than the Rhode Island Attorney General to represent or defend the College in a legal action and does not allow the other party to control the defense of any legal action.</p> <p><b>Waiver of Jury Trial.</b> The contract does not waive the right to a trial by jury.</p> <p><b>Confidentiality.</b> The contract does not provide that its terms are confidential.</p> <p><b>Interest, Penalties, Late Fees.</b> The contract does not provide for payment of interest, penalties, or late fees.</p> <p><b>Arbitration/Mediation.</b> The contract does not contain any provisions pertaining to arbitration or mediation.</p> <p><b>Non-solicitation of the other party's employees.</b> The contract does not restrict the College from soliciting or hiring the other party's employees.</p> <p><b>Payment of taxes or reimbursement for taxes.</b> The contract does not require the College to pay or reimburse the other party for taxes.</p> <p><b>Security interest/UCC-I document.</b> The contract does not allow the other party to file a UCC-I filing statement or otherwise give the other party a security interest in College property.</p>	

### CERTIFICATION OF REQUESTING PARTY

I have read this contract entirely. I am satisfied with its description of the goods and/or services to be provided to the College (including, for example, warranties, delivery terms, acceptance period, and maintenance terms). I am also satisfied with the description of the College's obligations (including, for example, scope of work, payment due dates, insurance, and confidentiality requirements) and all other provisions of this contract, except as noted in any attached memorandum. A memorandum [is], [is not], (circle one) attached.

This document must be signed by department org code/budget owner for the good/service contracted under the agreement related to this review.

\_\_\_\_\_ (signature)                      \_\_\_\_\_ (name)                      \_\_\_\_\_ (date)

\_\_\_\_\_ (title)