

Contract Review Checklist

YES	NO	DON'T KNOW	QUESTION	ADDITIONAL INFORMATION
			Does this contract have correct and complete information?	This contract should correctly identify the parties; accurately and completely describe the purpose; include the correct payment amounts (if money is involved); include the correct duration of the agreement
If you answered NO or DON'T KNOW , please clarify and correct this agreement before submitting it for signature.				
			Are there any issues that require the attention of the following departments: Finance, Risk Management, Controller, Cash Management, UMC, or ITS?	The following departments should be consulted if there are issues with any of the following matters: (a) Finance—payment terms, exclusivity and “private use” of Loyola’s bond-financed property by third parties; (b) Risk Management—insurance terms (if there are no insurance terms, some may be needed); (c) Controller—jointventure/partnership, revenue sharing, sponsorship rights, UBIT and other tax issues; (d) Cash Management— debit/credit card processing and payment methods; (e) UMC—use of Loyola intellectual property; and (f) ITS—technology, software and hardware provisions and transmissions of personal information from the European Union.
If you answered YES or DON'T KNOW , please consult the appropriate department before submitting for signature.				
			Does this contract indemnify Loyola?	Indemnification is security against legal liability for one's actions. The vendor should indemnify Loyola for (a) vendor’s acts, errors and omissions, (b) vendor’s performance under the contract and (c) the services and products that vendor provides. Indemnification should be mutual and read as follows or similar: “Each party shall indemnify, defend and hold harmless the other party and its affiliates, trustees, officers, directors, and employees from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, demands and causes of action of every kind and character related to or arising out of any act or omission of the indemnifying party or its trustees, officers, directors or employees. This section will survive the termination of this Agreement.”
If you answered NO or DON'T KNOW , please include the location of the indemnification provision in the agreement (page number and section) or note it's absence; also include any comments regarding possible issues with this area of the contract.				
			Does this contract include a Limitation of Liability?	Remove liability limits that apply to the vendor (liability limits include caps on damages and preventing recovery of consequential, incidental and other damages); if removal isn’t possible: (a) make any caps on damages as high as possible, (b) carve out indemnification claims, insurance claims and material contract breaches from the limits and (c) apply limits equally to Loyola. If provision cannot be removed, it should read as follows or similar: "Notwithstanding any other provision in this Agreement to the contrary, no limitation of liability or similar restriction or limitation shall apply to XXX’s obligation to indemnify the University, or to XXX’s obligation to provide insurance, nor shall it operate to limit or reduce the payment of proceeds from any insurance coverage that XXX is obligated to furnish under this Agreement.”
If you answered YES or DON'T KNOW , please include the location of the Limitation of Liability (or similar clause) in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				

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			Do Loyola and the vendor have the same/mutual termination rights?	Loyola and the vendor should have the same/mutual right to terminate the contract at any time for any reason with prior written notice to other party- 30, 60 or 90 days.
If you answered NO or DON'T KNOW , please include the location of the Termination provision in the agreement (page number and section) or note it's absence; also include any comments regarding possible issues with this area of the contract.				
			Does this contract automatically renew?	Contracts should not have automatic renewals unless it is solely a Loyola renewal right.
If you answered YES or DON'T KNOW , please include the location of the Renewal provision in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				
			Is the governing law of Cook County, IL or the State of Illinois?	Contract should have Illinois governing law, and provide for venue over any disputes in a Cook County, Illinois court.
If you answered NO or DON'T KNOW , please include the location of the governing law provision in the agreement (page number and section) or note it's absence; also include any comments regarding possible issues with this area of the contract.				
			Does this contract include mutual Force Majeure?	<p>Make sure this provision does not allow an easy escape for the vendor and that it also applies to Loyola.</p> <p>Force Majeure should be mutual and read as follows or similar: "The failure of XXX to fulfill its obligations pursuant to this agreement will not be considered a breach of a material term of this agreement if such failure is caused by unforeseen events beyond the control of XXX, including war, riot, or other disorder, or acts of God.</p> <p>The failure of the Customer/University to fulfill its obligations pursuant to this agreement will not be considered a breach of a material term of this agreement if such failure is caused by unforeseen events beyond the control of the Customer, including war, riot, or other disorder, or acts of God."</p>
If you answered NO or DON'T KNOW , please include the location of the Force Majeure provision in the agreement (page number and section) or note it's absence; also include any comments regarding possible issues with this area of the contract.				
			Does this contract contain any exclusivity language?	Remove exclusivity language unless it is understood and desired and approved by Finance.
If you answered YES or DON'T KNOW , please include the location of exclusivity provision in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				

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			Does this contract contain any non-solicitation or non-competition language?	Remove non-solicitation language; if removal isn't possible, make sure that it (a) only applies to actual employment, not just contacting, discussing or offering a job and (b) does not include any liquidated damages. Remove non-competition language that applies to Loyola; if removal isn't possible, make sure that the scope of the provision is limited enough to not impede Loyola employees and operations.
If you answered YES or DON'T KNOW , please include the location of the non-solicitation/competition provision in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				
			Is there a requirement that this contract is kept confidential?	Remove any requirement that the contract be kept confidential; if removal isn't possible, make sure that carve outs for disclosures of the contract required by law and disclosures to Loyola's employees, trustees, contractors, advisers, auditors, attorneys and other representatives are permitted. If the vendor has access to student information, require the vendor to comply with FERPA. If the vendor has access to medical information, require the vendor to comply with HIPAA.
If you answered YES or DON'T KNOW , please include the location of the confidentiality provision in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				
			Does this contract give the vendor any intellectual property rights?	Make sure any intellectual property rights given to the vendor are actually required as part of the vendor's obligations, are specific and limited and have been approved by UMC.
If you answered YES or DON'T KNOW , please include the location of the intellectual property provision in the agreement (page number and section); also include any comments regarding possible issues with this area of the contract.				
			Is this an Affiliation Agreement?	Use OGC-approved Affiliation Agreement form; ensure that the affiliation site is ultimately responsible for patient/client care and that any care or service rendered by a student is under the proximate supervision of an affiliation site employee.
If you answered YES or DON'T KNOW , please state whether or not the OGC-approved Affiliation Agreement form was used and note who is ultimately responsible for patient/client care.				
Please note if anything in this contract seems unreasonable or if there is something you do not understand. Any additional notes to share may also be placed here.				