

**Contract Review Process**  
Contract Reviewer Checklist

Attachment B

Contract is with: \_\_\_\_\_

Contract is for: \_\_\_\_\_

The contract reviewer certifies by indicating with a **yes** or **no** for each section and signing at the end that the following has been completed:

|     |   | <b>Yes</b> | <b>No</b> |
|-----|---|------------|-----------|
| 1.  | I have read the attached contract including attachments and exhibits.   |            |           |
| 2.  | The originating department has indicated that it can do all that is promised in this agreement.   |            |           |
| 3.  | The originating department has contacted the other university departments impacted by this agreement and has assurances that they can fulfill other obligations.  |            |           |
| 4.  | The contract describes clearly what the other party must do to make the contract work.  |            |           |
| 5.  | The contract says it is governed under the laws of the State of Michigan.   |            |           |
| 6.  | The contracting party is stated as being Central Michigan University or Central Michigan University Board of Trustees.  |            |           |
| 7.  | All confidentiality/non-disclosure agreements include an exception regarding disclosure as required by law or by a court, and approval from the President or designee is attached.                        |            |           |
| 8.  | Risk Management and Insurance has approved insurance or hold harmless and indemnification clauses.  |            |           |
| 9.  | This contract has an exclusivity clause and a copy has been sent to the Director of Contracting and Purchasing Services.  |            |           |
| 10. | The contract does not conflict with any other contracts, promises or obligations of the University. Review list of exclusive contracts maintained by the Director of Contracting and Purchasing Services. |            |           |
| 11. | Warranties or guarantees have been reviewed and provide CMU with satisfactory protection and/or recourse.   |            |           |
| 12. | Are the consequences for breach clear for both CMU and contracting party?   |            |           |
| 13. | Term of contract and the “anniversary” date of contract are clearly identified.   |            |           |
| 14. | If contract is longer than a year, termination/cancellation provisions are clear and afford CMU with adequate protection/minimal liability.   |            |           |
| 15. | The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.   |            |           |

|     |   |  |  |
|-----|---|--|--|
| 16. | Names of all persons signing contract are printed or typed below signature.   |  |  |
| 17. | Person signing on behalf of the University has proper authority by Board of Trustees.   |  |  |
| 18. | General Counsel must review this contract because the contract will be sent to Board of Trustees for action. OR ___Review is not needed                                   |  |  |
| 19. | In addition to the offices that the originating department consulted, I have checked with these offices to be sure we can do what is required.<br>_____<br>_____<br>_____ |  |  |
| 20. | The originating department should check with the following offices to make sure they have no additional issues to resolve:<br>_____<br>_____<br>_____                     |  |  |
| 21. | I have reviewed the Originating Department's Checklist and have followed up with the originating department with any questions.   |  |  |
| 22. | Other Comments  |  |  |

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Contract Reviewer (Print Name)

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Contract Reviewer (Signature)

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Date

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Department

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Phone No.

Return to Originating Department