



Attachment - Contract Review Checklist
Non-Standard Union College Contracts

Introduction

Below is a checklist to use as you read and review the Contract. Please initial after each numbered item in the corresponding box. If you answer “No” next to an item, please provide an explanation in the section below. Include any questions, concerns or items you would like to bring attention to in the comment section below.

All pages of this attachment and the Pre-Signature Checklist must be submitted to contracts@union.edu with an electronic form of the Contract. Please allow 30 days for review. If time is of the essence, please alert the Controller.

Checklist

Basic Contract Information		Yes	No
1.	I have read the entire Contract including all attachments, exhibits, and/or appendices.		
2.	Are all documents incorporated by reference in the Contract, including attachments, exhibits, and/or appendices included with the Contract?		
3.	Is the correct name of each party included?		
	The name of the other party is:		
	NOTE: The College should be listed as the contracting party, NOT an individual College employee or department, and the official name is “The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College”		

Length of Contract		Yes	No
4.	Does the Contract have a start date? Either a specific date or when signed.		
5.	Does the Contract have an end date? There should be an expiration date even if there is a provision for renewal.		
6.	Does the Contract only renew when agreed upon by the parties? That is, it should not automatically renew.		

Performing Services on Campus		Yes	No
7.	Will the contractor’s / vendor’s employees perform services on campus on a regularly scheduled basis or for a period of time extending more than one (1) day? If yes, please see a-g below.		
	a. The contractor / service provider / consultant must comply with the College’s COVID-19 protocols. LINK?		
	b. Has the COVID-19, Criminal Background Check, and Force Majeure Addendum been executed by the contractor / service provider / consultant?		
	c. Has Certificate of Insurance Requirements for Third Party Agreements with Union College been reviewed and satisfied (see attached)?		



Performing Services on Campus		Yes	No
	d. Does the Contract require that the other party shall comply with the College's Sexual Misconduct Policy?		
	e. Does the Contract require that the other party shall comply with the College's Policy Prohibiting Discrimination, Harassment, and Retaliation?		
	f. Does the Contract require that the contractor / vendor indemnify and hold harmless the College for negligence and breach of Contract by contractor / vendor?		
	g. Does the Contract contain a paragraph regarding criminal background checks?		
	<p>If the contractor / service provider / consultant is providing services on a regular basis at the College, criminal background checks of parties on campus must be completed.</p> <p>Criminal Background Checks. Contractor / Vendor warrants that it has performed a criminal background check on all parties assigned to be on campus. Contractor / Vendor will provide Union College the results of the criminal background checks all parties assigned to be on campus. Union College reserves the right to reject the assignment of any party by Contractor / Vendor based upon the criminal background check.</p>		

IT Contracts		Yes	No
8.	Does the Contract involve the purchase and / or use of electronic information technology?		
	If yes, does the Contract contain the following REQUIRED paragraph? "Compliance with Laws and Policies: Contractor / Vendor warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, and regulations, including laws and regulations pertaining to the subject matter of this Contract. Contractor / Vendor agrees to maintain compliance with WCAG 2.0 Accessibility Standards and the Americans with Disabilities Act (ADA)."		
9.	Does the Contract involve a software and / or software license?		
	<p>a. If yes, has the College's Chief Information Officer (Ellen Yu) reviewed the Contract?</p> <p><i>Due to time needed for potential data security and enterprise process review, it is recommended to coordinate with ITS early in the software procurement process to avoid excessive delay.</i></p>		
	b. If yes, does the Contract contain the following REQUIRED paragraph? "Contractor / Vendor shall purchase Errors or Omissions or Cyber Liability Insurance and shall indemnify and hold harmless the College, its Trustees, employees, agents, administrators, and officers for security breaches and breach of Contract"		
10.	Does the Contract incorporate policies posted on the Contractor / Vendor's website (data privacy, usage and confidentiality policies) into their contracts by use of hyperlinks?		
	If yes, have these policies been printed, reviewed, and attached as addenda to the physical contract?		
11.	Does the Contract allow unilateral changes to IT terms and conditions?		



	If yes, have these provisions been deleted or, at the minimum, modified to state there shall be no unilateral changes to fee structure or other material terms?		
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Other Contract Terms		Yes	No
12.	Do the terms and conditions of the Contract accurately reflect the final agreements, understandings, and negotiations of the parties?		
13.	All other agreements - verbal, written, or otherwise - are included in the Contract?		
14.	Are the services, goods, and obligations accurately and thoroughly defined?		
15.	Is the College able to fulfill the obligations set forth in the Contract?		
16.	Does the Contract contain the correct point of contact for all parties for any notices?		
17.	Do the services to be performed involve the use of any of the Union College trademarks (“Union College”, “Union”, “Minerva” seal, “1795 Hockey Puck Circle” seal, “Block U” symbol).		
	If yes, Communications needs to review the contract.		

Explanations / Comment / Questions / Concerns