

CHECKBOX	AREA OF CONTRACT	DESCRIPTION	APPROVED LANGUAGE
	BASIC TERMS OF CONTRACT		
	1 Party Names	Parties and/or abbreviations of party names are consistent throughout contract	College referred to as "Vassar College" , not a dept. within the college
	2 Commencement date and expiration dates		
	3 Total Cost	Check department has adequate budget/funding for project	
	4 When the Payment is due	<u>Vassar submitting a payment</u> : Aim for as long as possible unless given a discount for prompt payment (>3%) <u>Other Party submitting payment to Vassar</u> : aim for shortest payment terms	
	5 Who to remit payment to		
	6 Duties and Obligations	Provides clarity to both parties on what/how agreement is being performed. The language and scope reflects what you negotiated. Sometimes it is helpful to have a College Responsibility Section & a Vendor Responsibility Section	The parties agree to the following terms and conditions
	LIABILITY CONCERNS OF CONTRACT		
	7 Insurance requirement consistent with College requirements	see attachment which will be inserted into contract	
	8 Require Certificate of Insurance with Vassar as additional insured	Document from other party's insurance company showing their coverage with Vassar named	
	9 Vassar Insurance	If vendor requires a Vassar Certificate of Insurance, be sure to check dollar amounts are in line with current policies we hold. Contact Deanna Touhey x5467 to confirm	
	10 Indemnity Clause	The purpose of this clause is to shift risk from one party to another if something occurs during performance of the contract. The wording may include "indemnify" which means to "hold harmless" . Watch for similar language including "College guarantees, or warrants or is responsible for damages" Preference is to have other Party indemnify Vassar. However if vendor requires reciprocal indemnification that is acceptable. Begin all negotiations asking for the other party to indemnify Vassar.	<u>Preferred Clause</u> : _____ shall defend, indemnify and hold College, its officers, employees and agent harmless from and against any and all liability, loss, expense (including reasonable attorneys fees) or claims for injury or damages arising out of the performance of this contract <u>Reciprocal Clause if needed</u> : Parties shall defend, indemnify and hold each other, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees) or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents or employees.
	GENERAL LEGAL TERMS OF CONTRACT/REMEDIES for NONPERFORMANCE		
	11 Severability	If part of contract is found to be illegal to enforce, rest of contract remains legally enforceable	The terms of this Agreement are severable such that if any terms or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable
	12 Non-Waiver	If you fail to enforce one term in contract, it does not stop you from enforcing that term in the future	Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect

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	13 Entire Agreement	This paragraph negates the legal effect of any agreement to do something that is not included in the written document. This is very important to include when negotiations have occurred over e-mail, telephone, and/or letters leading up to a final signed agreement	This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding to either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "in writing" for this Agreement unless expressly included herein.
	14 Force Majeure	Neither party can be held responsible for breaching the contract when the breach is caused by significant circumstances outside their control.	In the event that either party is unable to perform its obligation under this Agreement as a result of force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.
	15 Early termination	Provides for the ability to cancel the contract. Sometimes requires certain circumstances, other times can be at will with some notice	College has the right to terminate for convenience with 30 days notice. Upon such termination _____ will stop work and submit final invoice payable based on terms of this agreement
	16 Provisions for termination in case of default?	Does contract address default such as unsatisfactory performance and breach of payment terms?	
	17 State Law	Only agree to NY State Law -	All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New York, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be in the State or Federal courts located in the state of New York
MISCELLANEOUS TERMS OF CONTRACT			
	18 Assignment	Contracts usually do not allow transfer (assignment) of contract to another party	Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party
	19 Use of Vassar Name and Logo	Clause to limit other party's ability to use Vassar College logo and name	The College must review and approve any publicity created by _____ which mention the College's name or use of the College's logo or trademarks. This clause refers to any description of Vassar College, its programs or people; it does not apply to the description of a program held at the College by _____
	20 Independent Contractor	Clause states vendor is not an employee of Vassar College and therefore not entitled to Vassar College employee benefits	_____ is an independent contractor and not an employee or agent of Vassar. _____ shall be solely responsible for any unemployment or disability insurance payments, or payments that may be required by Federal, State, or local law with respect to any sums paid to _____ hereunder. _____ shall not be entitled to any College Employee benefit of any nature whatsoever. Furthermore the arrangement contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between _____ and Vassar College.

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	21 Confidentiality/Non disclosure clause	May be needed if personal employee, student information etc. is disclosed to the vendor for performance of the agreement.	See non-disclosure agreement under standard template section. This can be attached to the contract. If attaching a non-disclosure agreement, include the following in your base contract: The exchange of confidential information associated with this Agreement will be governed by the terms of the Non disclosure Agreement signed by both parties and attached here to.
	AUTHORITY TO SIGN/NOTICE		
	22 Notice	Each party provides name and address where all correspondence regarding contract should be sent to	
	23 Authority to Sign	Does the Vassar employee have authority to sign on behalf of the College? Does the individual signing for the other party have the authority to sign ? This term makes clear they do	The individual signing below hereby represents & warrants that s/he is duly authorized to execute & deliver this Agreement on behalf of _____ and that this Agreement is binding upon _____ in accordance with its terms
	24 Signature Block	Include address of both parties under signature	
	Take Special Care with these Clauses :		
	24 Exclusivity	A clause making the vendor exclusive could conflict with other contracts on campus	None - discuss with Budget Office
	25 Automatic renewal	Allows a contract to automatically renew for a stated period of time. Not recommended unless contract also has termination for convenience for the College	None - discuss with Budget Office
	26 Right of First Refusal	Be careful of wording as this restricts Vassar's freedom of choice. If the contract is rebid you might give the current vendor a specified time to present a proposal	None - discuss with Budget Office
	27 Limitation of Liability	The College does not allow a contracting party to limit their potential liability except in rare or specific circumstances. Any liability above the limit in the contract would be Vassar's responsibility	None - discuss with Budget Office
	28 Liquidated Damages	This terms sets a dollar figure that must be paid if something in the contract is not done. These are situation specific and can help protect Vassar in some cases. We might request it if a vendor were performing a complex service where the outcome is time sensitive	None - discuss with Budget Office

Submit following to Budget Office:	
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- Checklist
- Contract Draft
- COI
- W-9 for independent contractor

Internal Checklist

Do I need a confidentiality agreement before contract?