

INTERNATIONAL AGREEMENT REVIEW CHECKLIST

This form shall be completed by appropriate contracts administrator and attached to contracting documents submitted to the Office of General Counsel for review. All questions should be answerable "YES". Questions with "NO" or "N/A" answers should be explained in the Comment section. Additional OGC approval may be required before entering into any agreement using a form not previously approved by OGC or an OGC-approved form that has been modified.

Department: _____
 Responsible UMC Member: _____ Email address: _____
 Contracting Service Provider: _____
 Proposed Effective Date: _____

	YES	NO	N/A	
				Agreement form:
0.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the responsible UMC (or PEC) member read the business terms contained in the document, including Description of Services, Term of Agreement, Termination Provision, Payments terms, etc.?
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the form of agreement used already approved by OGC and unmodified? Please verify current forms with OGC when in doubt.
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement contain a provision recognizing the Other party's accreditation as a university in the foreign country and its cognition for the applicable Ministry of Higher Education?
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require the Other Party to warrant it is an education entity in good standing in foreign county?
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require the Other Party to warrant it has the legal authority to enter into the Agreement?
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require the Other Party to warrant it has obtained all necessary approvals and rights required by applicable laws, rules, and regulations necessary to enter into and perform under the Agreement?
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement have a sunset clause with a duration of no more than 5 years?
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement allow for early termination with appropriate notice?
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require student applicants to maintain insurance for health, medical evacuation, and repatriation during their period of enrollment in the University?
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement requirement international students to provide evidence of English competency?
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement confirm that the parties do not represent each other?
11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the Program adequately described (preferably in an attachment)?
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require the Other Party to comply with the laws of the foreign country?
13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require both parties to comply with FERPA and other confidentiality requirements?
14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement contain a choice-of-law provision agreeing that California law will apply?
15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement contain a provision stating that in the event of a conflict between the English version and any translation of the agreement, the English version shall control?
16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the agreement require the Other Party to certify that it has not given any incentive or other benefit, directly or indirectly, to any University employee for the purpose of obtaining or in connection with this agreement?

- 17. Does the agreement require the Other Party to indemnify the University for all losses, claims, etc. arising of out the agreement?
- 18. Does the agreement contain contact information for notices?

Articulation Agreements

- 19. Is the Program adequately described (preferably in an attachment)?
- 20. Does the agreement contain minimum academic standards for admission to the University?
- 21. Does the agreement require the Other Party to maintain academic records of all students in the Program?
- 22. Does the agreement specify that no consideration will be exchanged between the parties?

Other

- 23. When applicable, is the contract sum or maximum contract sum defined?
- 24. Is the Contracting Party's name in the signature block in the same form as it is at the top of the agreement?
- 25. Is the agreement signed by the appropriate person(s) based on the Contracting Party's type of legal organization? See requirements for various organization types below.
- 26. Are all exhibits referenced in the agreement attached and completed?
- 27. Are all blanks in the form agreement filled in?
- 28. Does the agreement provide that California law will apply?
- 29. Does the agreement contain an indemnification clau

Insurance Certificates and Endorsements: (Please Consult with Risk Management for appropriate amounts)

- 30. Do the certificates of insurance identify the Project Name?
- 31. Does the Contracting Party's name on the certificates exactly match the name on the agreement?
- 32. Do the certificates of insurance list University of La Verne as the project Owner?
- 33. Are the policy numbers and expiration dates reflected on the certificates?
- 34. Are original additional insured endorsements included?
- 35. Is a Notice of Cancellation provision included?
- 36. **Professional Liability** coverage?
- 37. **Workers' Compensation** coverage?
- 38. **Commercial General Liability** coverage?
- 39. **Commercial or Business Auto Liability** coverage?
- 40. Other required insurance coverage?

41. **Other Requirements:** _____?

42. **Other Requirements:** _____?

43. **Other Requirements:** _____?

COMMENTS:

Note non-conforming items here. If you have checked an item as N/A (not applicable), explain why. Attach a separate sheet as necessary.

Reviewed and approved as to form only by:

name: _____
title: _____
date: _____