

BASICS OF
CONTRACTING
at
THE UNIVERSITY OF
LAVERNE

Presented by
Office of General Counsel
October 17, 2017

What is a Contract?

- A set of promises that legally bind the University and another party to prescribed performance.
- oral, written, or electronic
- Examples include:
 - Contracts
 - Agreements
 - Memorandums of Understanding (MOU)
 - Purchase Orders (PO)
 - Letters of Intent (LOI)
 - Leases
 - Licenses

Common Subjects of Contracts

- Purchase of goods/supplies (Purchase Order-Terms and Conditions)
- Services:
 - Architects, designers, builders
 - Professional Services (doctors, attorneys, property and insurance brokers)
 - Suppliers
 - Facility Use (classrooms, information sessions, tournaments, events)
 - Food service (caterer's and food trucks)
 - Entertainer
 - Craftsmen
 - Tradesmen
 - Consultant
 - Student life matters i.e. speakers, entertainers, game rentals, food service
 - (This list is not exhaustive)

Purpose of the Contract

- RULES OF ENGAGEMENT
 - ✓ Specifies responsibilities and expectations (terms and conditions)
 - ✓ Establishes time frame for duties
 - ✓ Can provide recourse if and when expectations are not met
 - ✓ They protect the parties from disputes if something goes wrong.
- ALL contracts should be in WRITING

Guiding principles in reviewing/drafting contracts

- Does the document fully and accurately reflect your understanding of the deal?
- Does it make sense to you?
- If not, revise and/or clarify as necessary.

Rules for Contract Interpretation

- Written contract generally controls over verbal terms not included in the document.
- Ambiguities are resolved against the drafter.
- Missing essential terms indicate a failure to agree on all essential terms = NO CONTRACT
- Missing non-essential terms leave room for common usage and practices = CONTRACT THAT MAY GO AGAINST EXPECTATIONS

Essential Aspects of Contracting

- Terms
- Amendments
- Legal status of parties
- Signatory authority
- Risk management tools

What terms must be included in a contract?

- Identification of parties by LEGAL name of person or entity
- Effective date AND Termination date
- Detailed description of Services to be performed
 - work to be performed
 - Standards/quality to be met
 - what conditions and restrictions govern the work
 - deliverables to be produced by the other party
 - If services are described in an attachment, must refer to and incorporate attachment into the contract. (. . . “as more particularly described in Exhibit A, attached and incorporated by reference.”)
- Detailed description of any property, facility, equipment at issue in the transaction.
- Payment terms:
 - MUST be for a definite sum or a “not to exceed amount”
 - MUST state when payment is due
- Definite term for performance
 - when performance shall commence and conclude, if applicable
- Option for Early termination: Should allow the university to terminate the agreement during the stated term upon giving reasonable notice.

NOTE: Subject matter may require other provisions for legal compliance

Additional terms as required by University Risk Management:

- Insurance
- Bonds
- Indemnification

Legal terms of concern

- Choice of law and jurisdiction should be California (generally).
- Automatic renewals are strongly discouraged.
 - IF included, MUST state a maximum period. (e.g. “Not to exceed a maximum of 5 years, including all renewal periods.”)
- Reimbursable expenses MUST be subject to University control:
 - capped by a “not to exceed” amount.
- Arbitration provisions should be stricken or NOT agreed to.
- Ownership of materials created during performance of services:
 - Should be owned by University as “work for hire” or “work product.”
- If student records will or may be accessed, MUST contain a provision requiring the other party to comply with the Family Educational Rights and Privacy Act (FERPA).
- Contracts for software/hardware procurement MUST be reviewed by OIT.
- Limitation of Liability – Any provisions seeking to limit the other party’s liability should be scrutinized very carefully. This includes:
 - Limitation/exclusions on the TYPES of damages
 - Limitation/exclusions on the AMOUNT of damages
 - Disclaimers/exclusions of WARRANTIES
- Liquidated damages – Provisions seek to specify a definite amount of damages payable in the event of a breach MAY or MAY NOT be enforceable. **These should be evaluated by OGC.**

Drafting Tips for Clarity and Avoiding Ambiguity

- Use the active voice instead of passive voice.
 - YES: “Contractor SHALL provide the services.” NO: “Services will be provided.”
- Use identical and consistent labels/language/terms when referring to the parties, document and other matters within the contract.
- Understand the difference between:
 - “shall” (a duty)
 - “may” (discretionary)
 - “will” (denote future action, not necessarily a contractual duty)
- Review all terms contained in any attachments/exhibits to ensure they do not conflict with terms within the main document.

Amendments

- Clearly label document as an Amendment
- Clearly reference original document being amended (by name and date)
- Only include the term(s) actually being amended
- Include residual language indicating intent that all other terms remain in full effect and unchanged.

Legal Status of Parties

- MUST specify business form of service provider
 - Ask for business documents to confirm
- Name at top MUST exactly match name above signature line

Signatory Authority

- University Contract Signing Authority
 - Responsible PEC member must sign off on cover sheet indicating approval of business terms.
 - PEC member is responsible for ensuring contract is signed by authorized University signer.
- Service Provider Signing Authority
 - Signer MUST be authorized to sign on behalf of service provider
 - Ask for company documents to confirm
 - Signer MUST sign in the authorized capacity

What other requirements should I know?

- Responsibility of Initiating Department - Read documents to ensure:
 - Accuracy of all substantive terms
 - Clear and consistent provisions
 - Alignment with the University mission, in the best interest of the University, and compliance with University policies and procedures
- Insurance and Indemnification provisions
 - Engagement of individual or corporate services
 - Requires Office of Risk Management approval (includes templates)
- Unrelated Business Income Tax Issues - UBIT (Described below)

What is UBIT?

- activities unrelated to the University's core mission of research and education
- may be subject to taxation – (UBIT)
- MUST first be reviewed and approved by the University's Finance Office.
- Examples:
 - sales of merchandise or services;
 - advertising and marketing of non-academic programs;
 - renting or leasing of University space or facilities (such as buildings, auditoriums, meeting space, dorms, apartments and other facilities) to outside entities;
 - operation of parking lots;
 - memberships sold to the general public to University groups or clubs (such as the Recreation Center);
 - research agreements where the results are not freely publishable or constitute "fee for service" types of arrangements;
 - certain summer sports camps

NOTE: When in doubt, contact Finance.

What types of contracts require OGC review and approval?

- deeds; real estate purchase and sales contracts;
- real estate leases, easements, licenses, and other agreements concerning interest in real property;
- construction agreements;
- other contracts for the permanent improvement of real property owned or leased by the university;
- contracts for professional consulting services
- international agreements
 - between University and an international company/person
 - involving international travel or study programs
- contracts between the University and an employee (or a family member) unrelated to employment;
- contracts between the University and a Trustee (or a family member) or an entity owned in whole or in part by a Trustee (or a family member);
- any other contracts not using OGC-approved templates (including revisions to OGC templates) IF:
 - obligating the University to provide payment in excess of \$25,000 or
 - obligating the University to a period in excess of one year;
- any amendment or revision to an existing contract that required OGC approval.

NOTE: OGC reserves the right to require prior review and approval of any other documents as it deems necessary and appropriate.

What types of contracts DO NOT require OGC review and approval?

- academic appointments approved by HR
- employment agreements approved by HR
- clinical placement or internship agreements using OGC-approved template
- research agreements approved by Office of Sponsored Research
- purchases of goods/services through University Procurement using OGC-approved Purchase Order

NOTE: OGC reserves the right to require prior review and approval of any other documents as it deems necessary and appropriate.

Examples of Contract Templates Available

Purchase Order (goods & services)

Master Agreements (services)

- Construction
- Service
- Professional

Other Contracts

- Services Agreement
- Professional Services Agreement
- Clinical Placement and Internship
- Entertainment Agreement
- Speaker Agreement
- Facility Use Agreement

Where do I find Office of General Counsel (OGC) approved contracts?

- Office of General Counsel website: <https://laverne.edu/ogc/>
- Office of Risk Management

How do I know if an OGC approved template exists for my matter?

- Check Websites
- Contact OGC
- Work with OGC to develop approved templates for routine and recurring matters.



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OGC Approved Contract Templates

Services Agreement – *(for single non-construction projects other than licensed professionals)*

Master Services Agreement – *(for multiple non-construction projects other than licensed professionals)*

- Addendum A – Service Order for Master Services Agreement

Professional Services Agreement – *(for single non-construction projects by licensed professionals)*

Master Professional Services Agreement – *(for multiple non-construction projects by licensed professionals)*

- Addendum A – Service Order for Master Professional Services Agreement

Facility Use License Agreement

Facility Use License Agreement – Filming and Photography

Affiliation Agreement

Affiliation Agreement – Unpaid Student Internship

Affiliation Agreement – PA Clinical Placement

How do I know if a contract is ready to be finalized?

- **Have you proofread the document for spelling, formatting, grammar and punctuation issues?**
- **Are all amounts consistent within the document?**
(Numeric references match written references, all subtotals equal the stated total, numbers have NOT been transposed in other places)
- **Are the pages numbered sequentially within the document, and within any attachment?**
- **Are all blanks filled in?**
(Effective date; name(s) of designated contact person for each party)
- **Are all exhibits/attachments referenced in the document attached and completed?**
- **Is the contracting party's name identical at the top of the document AND in the signature block?**
- **Is the agreement signed by the appropriate person with authority to bind the other party?**
(Do you have proof of the signer's authority to commit the contracting party to the agreement?)
- **Have you included proof of insurance in the form and amount required by Risk Management?**

What is the procedure for submitting a contract for OGC review/approval?

- Review must be initiated by responsible PEC (or designated UMC) member.
- Please include the following COMPLETED documents with the contract (found on OGC's webpage):
 - Is OGC Approval Required . . . ?
 - Applicable Agreement Review Checklist
 - OGC Contract Review Request
- Please DO NOT include check requests or purchase requisitions when submitting documents to OGC for review.
- Document can be submitted via:
 - In person or by mail: Office of General Counsel
Founder's Hall, Room 214B
 - Email: ogc@laverne.edu

NOTE: Please allow two weeks for review and return of contracts

For documents requiring OGC review, what is the process for review of insurance and indemnifications provisions?

- Upon OGC review and approval, OGC will forward the contract to Risk management for review of insurance and indemnification provisions.
- Upon Risk Management’s approval and return, OGC to return the approved document to the initiator bearing approval signature from OGC and Risk Management.
- Initiating department can send the finalized, approved document to the appropriate signer for execution, along with any necessary check requests or purchase requisitions.

Workflow: Requisitions and Check Requests with Contracts



OGC Contract Drafting and Review Resources:

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OGC Approved Contract Templates

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- Addendum A – Service Order for Master Services Agreement

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Master Professional Services Agreement – *(for multiple non-construction projects by licensed professionals)*

- Addendum A – Service Order for Master Professional Services Agreement

Facility Use License Agreement

Facility Use License Agreement – Filming and Photography

Affiliation Agreement

Affiliation Agreement – Unpaid Student Internship

Affiliation Agreement – PA Clinical Placement

Contract Review Forms

Is OGC Approval Needed

~~Coversheet for OGC Contract Review~~

OGC Contract Review Request

ULV Agreement Review Checklist

ULV Construction Agreement Checklist

OGC Contact Information

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Valerie Mosqueda

Legal Assistant/Paralegal

Ext. 4753

vmosqueda@laverne.edu

IS OGC REVIEW AND APPROVAL REQUIRED FOR MY CONTRACT DOCUMENTS?

NOTE: Please check ALL that apply, and submit with contracting documents.

OGC APPROVAL NEEDED:

- Deed
- Real estate Contract for:
 - Purchase or Sale
 - Lease, easement, or license
 - Permanent improvement of real property
- Construction agreement
- Contract for permanent improvement of University property
- Professional or consulting services agreement:
 - Accounting
 - Civil engineering
 - Architectural services
 - Legal services
 - Other: _____
- International Agreement:
 - Between University and international party
 - Involving international travel/study programs
- Agreement unrelated to employment between the University and:
 - University employee
 - Family member of a University employee
- Agreement between the University and:
 - University trustee
 - Family member of a trustee
 - Business entity owned in whole or in part by a trustee or a family member
- Other agreement with revisions to or not using OGC-approved templates:
 - For University payment in excess of \$25,000
 - With duration of more than of one year
- Amendment or revision to an existing agreement that required OGC approval
- Other: _____

EXCEPTIONS (OGC APPROVAL NOT NEEDED:

- Purchases of Goods/Services through University Procurement using OGC-approved Purchase Order
- Academic Appointments approved by HR
- Employment Agreements approved by HR
- Clinical Placement or Internship Agreements using OGC-approved templates
- Research Agreements approved by Office of Sponsored Research

AGREEMENT REVIEW CHECKLIST
(Non-Construction Matters)

This form shall be completed by appropriate contracts administrators 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 | |
|-----|--------------------------|--------------------------|--------------------------|--|
| 0. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Agreement form: 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"/> | Is the project name the same as shown on the Certificate of Insurance? Is the University identified as the Certificate Holder on the Certificate of Insurance? |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the effective date of the agreement correct? Does it postdate the review date? |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the scope of services adequately defined? (Note: some form agreements for require the attachment of a separate scope of services exhibit.) |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | When applicable, is the contract sum or maximum contract sum defined? |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all exhibits referenced in the agreement attached and completed? |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all blanks in the form agreement filled in? |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement provide that California law will apply? |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement contain an indemnification clause? |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the Contracting Party's name on the agreement correctly identify its business organization type (e.g., sole proprietorship, partnership, limited liability partnership (LLP), limited liability company (LLC), joint venture, corporation (INC.))? If the Contracting Party uses a fictitious or assumed name, the agreement should identify the name of the party that owns the assumed name (e.g., Smith and Jones Architects, LLP d/b/a Generic Architects). |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the Contracting Party's name in the signature block in the same form as it is at the top of the agreement? |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |

Corporation: Is it signed by the President and attested by the Corporate Secretary? If not, is a corporate board resolution attached authorizing execution or attestation by the persons signing? (Note: this only applies to corporations and LLCs.)

Partnership or LLP: Is the person signing a General or Managing Partner? (Note, the managing partner of an LLP could be another legal entity, such as a corporation, in which case you must verify that the person signing for the other legal entity is authorized to do so.)

LLC: Is it signed by a Manager or Member, and is evidence provided (such as a copy of the bylaws) indicating such person has authority to sign?

Joint Venture: Has an authorized person from each venturer signed?

Fictitious and Assumed Names: Is it signed by the person or entity that owns the assumed name (e.g., Joe Smith, Managing Partner of Joe Smith Architects, LLP d/b/a Architectural Partners)?

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

- 13. Do the certificates of insurance identify the Project Name?
- 14. Does the Contracting Party's name on the certificates exactly match the name on the agreement?
- 15. Do the certificates of insurance list University of La Verne as the project Owner?
- 16. Are the policy numbers and expiration dates reflected on the certificates?
- 17. Are original additional insured endorsements included?
- 18. Is a Notice of Cancellation provision included?
- 19. **Professional Liability** coverage?
- 20. **Workers' Compensation** coverage?
- 21. **Commercial General Liability** coverage?
- 22. **Commercial or Business Auto Liability** coverage?
- 23. Other required insurance coverage?

24. **Other Requirements:** _____?

25. **Other Requirements:** _____?

26. **Other Requirements:** _____?

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

Office of General Counsel

Reviewed and approved as to legal form only by:

Name: _____
Title: _____
Date: _____

CONSTRUCTION AGREEMENT REVIEW CHECKLIST

(For use with all agreements for permanent work of improvement to real property)

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 and/or PEC member read the business terms contained in the document, including Description of Services, Time for Performance, 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"/> | Is the project name the same as shown on the Certificate of Insurance? Is the University identified as the Certificate Holder on the Certificate of Insurance? |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the effective date of the agreement correct? Does it postdate the review date? |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the scope of services adequately defined? (Note: some form agreements for require the attachment of a separate scope of services exhibit.) |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | When applicable, is the contract sum or maximum contract sum defined? |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all exhibits referenced in the agreement attached and completed? |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all blanks in the form agreement filled in? |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement provide that California law will apply? |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement contain an indemnification clause? |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the Contracting Party's name on the agreement correctly identify its business organization type (e.g., sole proprietorship, partnership, limited liability partnership (LLP), limited liability company (LLC), joint venture, corporation)? If the Contracting Party uses a fictitious or assumed name, the agreement should identify the name of the party that owns the assumed name (e.g., Smith and Jones Architects, LLP d/b/a Generic Architects). |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the Contracting Party's name in the signature block in the same form as it is at the top of the agreement? |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |

Corporation: Is it signed by the President and attested by the Corporate Secretary? If not, is a corporate board resolution attached authorizing execution or attestation by the persons signing? (Note: this only applies to corporations and LLCs.)

Partnership or LLP: Is the person signing a General or Managing Partner? (Note, the managing partner of an LLP could be another legal entity, such as a corporation, in which case you must verify that the person signing for the other legal entity is authorized to do so.)

LLC: Is it signed by a Manager or Member, and is evidence provided (such as a copy of the bylaws) indicating such person has authority to sign?

Joint Venture: Has an authorized person from each venturer signed?

Fictitious and Assumed Names: Is it signed by the person or entity that owns the assumed name (e.g., Joe Smith, Managing Partner of Joe Smith Architects, LLP d/b/a Architectural Partners)?

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

- | | | | | |
|-----|--------------------------|--------------------------|--------------------------|--|
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Do the certificates of insurance identify the Project Name? |
| 14. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the Contracting Party's name on the certificates exactly match the name on the agreement? |
| 15. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Do the certificates of insurance list University of La Verne as the project Owner? |
| 16. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the policy numbers and expiration dates reflected on the certificates? |
| 17. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are original additional insured endorsements included? |
| 18. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is a Notice of Cancellation provision included? |
| 19. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Professional Liability coverage? |
| 20. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Workers' Compensation coverage? |
| 21. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Commercial General Liability coverage? |
| 22. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Commercial or Business Auto Liability coverage? |
| 23. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other required insurance coverage? |

Bonds (For Construction Contracts and other Permanent Improvement to Real Property):

- | | | | | |
|-----|--------------------------|--------------------------|--------------------------|---|
| 24. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Did the Contracting Party submit a payment bond? |
| 25. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Did the Contracting Party submit a performance? |
| 26. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the bonds on AG approved bond forms? |
| 27. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the dates on the bonds on or after the date of the agreement? (Contract must be in existence to support the bond). |
| 28. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the Project description on the bonds exactly match the Project description on the agreement? |
| 29. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the bonds for the same amount as the agreement? |
| 30. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the signatures of the contractor and surety in place? |
| 31. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is there a power of attorney attached showing the attorney-in-fact signing for the surety has present authority to bind the surety? |
| 32. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is there proper notarization attached showing the attorney-in-fact actually executed each bond? |
| 33. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the surety admitted and licensed in California? |
| 34. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other Requirements: _____? |
| 35. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other Requirements: _____? |
| 36. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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.

Office of General Counsel

Reviewed and approved as to legal form only by:

Name: _____
Title: _____
Date: _____

University Risk Management

Reviewed and approved for insurance and indemnification:

Name: _____
Title: _____
Date: _____