

**SFO DELEGATED CONTRACT REVIEW CHECKLIST
FEBRUARY 5, 2020**

Provision or Term	Usual Contract Type	Explanation	What to do
Business Terms			
Name	Any	Name of the legal entity should be used in agreements. Portland State University is the entity entering into the contract.	Make sure "Portland State University" is the party to the agreement. Schools and departments can be referred to but should not be the party to the agreement. If Portland State University is not listed as the party, strike through and change to Portland State University. Be sure to add your name and title so it is clear you are signing on behalf of the University.
Term or Dates	Any	Check the term of the agreement and/or the dates of the reservation to confirm correctness.	If term or dates are incorrect, strike through and change to correct dates and initial changes. Contracts may not be written for longer than one year.
Dollar Amount	Any	Confirm value is \$10,000 or less. Check the costs and totals to confirm correctness.	If costs or totals are incorrect, strike through and change to correct amounts and initial changes.
Certificates of Insurance	Any	Some service vendors will require that PSU provide them with a certificate or insurance.	Requested through Don Johansen, University Risk. See attached Process for Requesting Certificates of Insurance. Don will need a copy of the agreement. You can send it to him whether the agreement is fully signed or not.
Interest Rate	Any	The interest paid by PSU for past due amounts is limited by statute (ORS 82.010) to 2/3% per month - 9% per annum.	Strike out interest rate and change to 2/3% per month, 9% per annum. A reference to "highest rate allowed/permitted by law" is also acceptable.
Number of rooms and number of nights	Hotel	Check number of rooms and total room nights book to confirm. Inadvertently overbooking rooms can result in cancellation/attritions fees.	Check numbers. If the numbers are incorrect, request a revised agreement from hotel.
Cancellation/Attrition Fee	Hotel/catering	Attrition means fewer rooms are needed than listed in the contract. Hotels may allow a small amount of attrition but will charge a fee after a stated level. Cancellation is when rooms are cancelled close to the date of the reservation. Hotels will charge for one or more of the rooms at the rate quoted in the agreement. Hotels may end up rebooking the rooms, in essence getting paid twice for the room.	Add language that requires the hotel to waive the attrition /cancellation fee to the extent they rebook the room(s) at the same or a high rate. For example: "Hotel will waive the cancellation/attrition fee to the extent room(s) are rebooked at the same or a higher nightly rate."
Consistent Use of Term	All	The agreement will state at the beginning how PSU is referred to throughout the agreement. I.E., "Client", "University" etc.	Any changes/additions made to the agreement should refer to PSU in the same manner.
Legal Terms			
Confidentiality	Any	If the vendor wants to mark the agreement as "Confidential" or if PSU agrees to receive confidential information, PSU obligations are subject to the requirements of the Oregon Public Records Law – ORS 192.410 – 192.505.	Add the following language to the confidentiality provision: "Any other term of this agreement notwithstanding, Portland State University (or however PSU is referred to in the agreement), are subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410 – 192.505."
Governing Law/Venue	Any	Governing law is the law that would be used to interpret the agreement in a court case. Venue is where the case could be filed. Generally speaking, PSU does not agree to any controlling law except Oregon and does not agreement the venue in any court except an Oregon state court. We will agree to leave the agreement silent as to controlling law and venue. References to federal courts should be deleted.	Strike out other state's name and insert "Oregon". If the party will not agree to Oregon, strike out the provision in its entirety. Strike out any references to federal court jurisdiction. If the vendor will not agree to change to Oregon or leave agreement silent, the contract must be referred to CAPS.
Indemnification	Any	Indemnification means PSU agrees to compensate the other party for personal injury or property damage suffered by that party as the result of PSU's actions. PSU's indemnification for tort claims is capped by the Oregon Tort Claims Act (ORS 30.260 - 30.300) and the Oregon Constitution, Article XI, Section 7.	Indemnification provisions can be complicated. Any contract that includes a provision requiring PSU to indemnify the other party MUST be referred to CAPS for review.
Arbitration	Any	PSU does not agree to binding arbitration. Non-binding arbitration or mediation are acceptable.	Arbitration provisions can be complicated. Any contract that includes a provision requiring PSU to agree to binding arbitration MUST be referred to CAPS for review.