**Contract Checklist**

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| **Contents** |  Yes  | No |
| 1. Are the correct legal names and ABN/ACN numbers advised on the contract have they been checked against the ASIC Company register?
 |  [ ]   | [ ]  |
| 1. Have the responsible parties in all the relevant University specialties been involved to the extent of their specialisation? I.e. Tax, insurance, legal, Finance, commercialisation?
 |  [ ]   | [ ]  |
| 1. Indemnity and Insurance, has the University insurance Officer been consulted in relation to Indemnity/Insurance/medical or overseas cover including Insurance for MQ’s Negligence is in place if required?
 |  [ ]   | [ ]  |
| 1. Has a representative from the Legal Office reviewed the terms? Or has the VC or DVC agreed to engage independent counsel/ legal advice?
 |  [ ]   | [ ]  |
| 1. Does the contract include clauses to cover, but not limited to’
	1. Defined start and finish dates.
	2. Impacts and compliance of local/interstate and international Law? Does the contract explicitly state which law has jurisdiction?
	3. Indemnity/Insurance/medical or overseas cover including Insurance for MQ’s Negligence is in place if required?
	4. Intellectual property / moral rights/ownership?
	5. Confidentiality?
	6. Publishing rights?
	7. GST Tax Issues?
	8. Exchange rates/transfer of money?
	9. Privacy, National Privacy principles (NPPs)?
	10. Has Due Diligence been completed on the other parties to the agreement? Has this been documented and has it been reported to the board, and or Board Delegated Committee?
	11. Does the agreement address the relationship and liability/indemnity/ ownership and rights for the sub contracting or limiting thereof under the agreement? Including employment and representation?
	12. Conflict of Interest?
	13. Consideration of the ESOS Act (Education Services for Overseas Students)
	14. A review of “Contra Profererentem”. (Latin term used to address ambiguities in construction of a contract. Under this rule an ambiguities in a contract will be construed to be against the party responsible for drafting the contract”?
	15. Duty of Good faith
	16. Trade Practices
	17. Liquidated Damages
	18. Force Majeure which releases parties of their contractual obligation in the event of war, natural disaster that block completion of the contract.
	19. Dispute resolution, does the contract address dispute resolution processes, and the position should a dispute not be resolved?
 |  [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]   | [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  |
| 1. Is the contract Consistent with the University Purchasing policy, procedure and guidelines and strategic Alignment?
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| **Termination/expiry** | Yes | No |
| Is their provision to allow for the formalisation of changes or variations throughout the term of the contract? | [ ]  | [ ]  |
| Is there an out termination clause? | [ ]  | [ ]  |
|  |  |  |
| **Execution** |  |  |
| Is the agreement to be signed under the Power of Attorney? Do you have the correct Registration Book number? | [ ]  | [ ]  |
| Does the intended signatory have the appropriate financial Delegation, For the full cost of the contract including warrantees liabilities and the execution of any termination provisions? | [ ]  | [ ]  |
| Have all documents been put on a vital record? | [ ]  | [ ]  |
|  |  |  |
| **Ongoing Management** |  |  |
| Is the person responsible for the ongoing management and administration of the agreement, the same person that is executing? If not has the person responsible agreed to the ongoing management and administration?  | [ ]  | [ ]  |
| Do they have the delegated Authority? | [ ]  | [ ]  |
| Has the risk and University Exposure been considered and regularly reported on, to the Audit and Risk Committee as part of the University Risk Register | [ ]  | [ ]  |
| Who has responsibility for reviewing the performance/indicators and/ or quality under the agreement? Are these quantitively defined in the agreement or an attached schedule to the agreement? | [ ]  | [ ]  |
| Is the review of the contract as above, formalised and reported to the necessary Board, or board delegated committee? | [ ]  | [ ]  |
| Are there a set of clearly defined acceptance and testing Criteria that is fully documented and made available? Have these been agreed between all parties involved?  | [ ]  | [ ]  |
| Are their minimum service levels, measures and performance measures defined in the agreement? Will they be reviewed regularly, documented and reported to the relevant committee? | [ ]  | [ ]  |
|  |  |  |
| **Internal policies** |  |  |
| Are obligations of internal policies’ such as anti terror, privacy etc are passed on to the sub contractor? Including But not limited to; Conflicts of Interest, Codes of Conduct, contract Management , Emergency Management, Fraud Corruption and prevention, Information Security Insurable risk, OH&S, Risk Management, etc | [ ]  | [ ]  |