

**CONTRACT REVIEW CHECKLIST**

**Consistency with Law and School Board Policy:**

	Comments
Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

**Contract Terms:**

	Comments
Term (Duration of Contract)	Effective Date: June 30, 2006; License is Perpetual. Board may also enroll in Maintenance program. Please refer to Schedule A.
Termination Clause	Board may cancel its enrollment in Maintenance program by giving notice of such cancellation at least 30 days prior to the anniversary date of Maintenance. Termination of Maintenance will not terminate Board's right to use the licensed software program. Please refer to Paragraph 5. Tririga may terminate the Agreement if the Board breaches the contract and fails to cure such breach upon 30 days written notice.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Please refer to Paragraphs 13 and 14.
Regulatory issues	No.
Confidentiality Provision	Tririga will not receive confidential student records; Each party agrees not to disclose the confidential information of the other party; Please refer to Paragraph 11.
Warranties	Tririga warrants that it has sufficient rights in the Software Products to grant a license to the Board. Please refer to Paragraph 12.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; If the Board files an action, venue will lie in Clark County, Nevada; If Tririga files an action, venue will lie in Palm Beach County, Florida.

**Business Principles:**

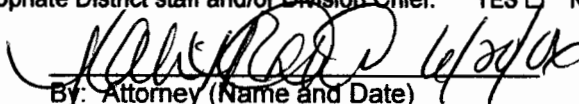
	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to Paragraph 7 and Schedule A.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to Paragraph 7 and Schedule A.

**Other Issues:**

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None.
Miscellaneous Issues	None
Appropriate Departmental Sign-off	

**Special Considerations:**

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO

  
By: Attorney (Name and Date)