

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)	Agreement covers purchase of machines, licensing of programs, and services. July 17, 2006- October 6, 2006 Please refer to Statement of Work Paragraph 3.8
Termination Clause	Generally, either party may terminate if the other does not comply with any of the terms of the Agreement, so long as the non-complying party is given 30 days written notice to cure noncompliance. Please refer to Paragraph 1.10 Agreement termination. IBM grants the School Board a non-exclusive, nontransferable license to use an IBM program. The School Board may terminate the license on one month's written notice to IBM or at any time during the program testing period. Please refer to Paragraph 4.6. IBM will provide certain types of service for upkeep of the machines. The School Board may terminate a service as provided in Paragraph 5.6. The Statement of Work may be terminated upon 30 days written notice. Please refer to Statement of Work Paragraph 3.10.1.
Insurance /Liability Issues/ Indemnification	Insurance: Risk Management should review and approve all insurance clauses. IBM will pay for insurance for each machine covering the period until the machine is delivered to the School District. Indemnification: Please refer to Paragraph 1.7 Patents and Copyrights Liability Issues: Please refer to Paragraph 1.8 Limitation of Liability
Regulatory issues	None
Confidentiality Provision	Please refer to Paragraph 1.9(2).
Warranties	Please refer to Paragraph 1.6 IBM Business Partners and Paragraph 2.1 The IBM Warranties and Paragraph 2.2 Extent of Warranty
Labor Issues	The Labor Relations should review any issues
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County

Business Principles:

Comments

Sound Business Principles	Yes
Reasonableness of Fees	Please refer to Paragraph 1.4 Charges and Payment and Statement of Work Paragraph 3.9 Charges.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to Paragraph 1.4 Charges and Payment and Statement of Work Paragraph 3.9 Charges.

Other Issues:

Comments

Conflict of Interest Disclosures	None.
Non-Negotiable Issues	None.
Miscellaneous Issues	IBM is NOT liable for special, incidental, or indirect damages or for any economic consequential damages; Please refer to Paragraph 1.8 Limitation of Liability; IBM reserves a purchase money security interest in the machines purchased until IBM receives payment for same.
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)

[Handwritten Signature] 7/19/06