

Name of Contract: **Follett Software Company (Follett's Destiny Resource Management solution)**

*Terms of Agreement- found in Management Agreement, Additional Terms, Statement of Work, schedules, and Follett Software Company Product Licensing Terms*

      Yes       Board Item

                     Board Meeting Date

**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)	<b>The Software will be delivered within 30-60 days from date of execution of agreement.</b>
Termination Clause	<b>If SB breaches any material terms of the Agreement or fails to pay license fees as they become due, Follett may immediately terminate the license; Pleas refer to Paragraph 6 of the Follett Software Company Product Licensing Terms.</b>
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Limitation on Liability: Please refer to Paragraph 9 of the Additional Terms. Indemnification: Please refer to Paragraph 10 of the Additional Terms and Paragraph 13 of the Follett Software Company Product Licensing Terms. Insurance: Please refer to Paragraph 10 of the Additional Terms.
Regulatory issues	<b>No.</b>
Confidentiality Provision	<b>Yes; Please refer to Paragraphs 9 and 10 of the Follett Software Company Product Licensing Terms (re: federal Family Education and Privacy Act and Children's Online Privacy Protection Act).</b>
Warranties	Please refer to Paragraph 7 of the Additional Terms (re: services and third party equipment) and Paragraph 11 of the Follett Software Company Product Licensing Terms (re: software).
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	Please refer to Paragraph 8 of the Additional Terms and Paragraph 12 of the Follett Software Company Product Licensing Terms.
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Paragraph 13 of the Additional Terms.

**Business Principles:**

Comments

Sound Business Principles	<b>Yes.</b>
Reasonableness of Fees	Please refer to Schedule B.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to Schedule B.

**Other Issues:**

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	<b>Arbitration Provision</b>
Miscellaneous Issues	The Destiny Resource Management solution provides a centralized inventory management solution that includes software license, data processing and conversion services, system installation, project management support, and training.
Appropriate Departmental Sign-off	

**Special Considerations:**

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

*[Signature]*  
By: Attorney (Name and Date) 12-21-06