

**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>From the Effective Date and for 3 years thereafter; Please refer to Section B of Services Agreement.</b>
Termination Clause	<b>Termination for Breach upon 30 days notice and opportunity to cure; Please refer to Section G of Services Agreement.</b>
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Indemnification for suits relating to intellectual property: Please refer to Section F of Services Agreement. Limitation of Liability: Please refer to Sections K and N of Services Agreement.
Regulatory issues	<b>None</b>
Confidentiality Provision	<b>Please refer to Section I of Services Agreement.</b>
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: California; Venue: San Francisco, San Mateo, or Santa Clara Counties in California; Please refer to Section M of the Services Agreement.

**Business Principles:**

Comments

Sound Business Principles	<b>Yes.</b>
Reasonableness of Fees	\$32,445.00; Please refer to Section A of Ordering Document and Section B of Assisted Services Exhibit.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	\$32,445.00; Please refer to Section A of Ordering Document and Section B of Assisted Services Exhibit.

**Other Issues:**

Comments

Conflict of Interest Disclosures	Included with Back-up
Non-Negotiable Issues	Oracle has indicated that their forms must be used and not revisions will be accepted.

Miscellaneous Issues	<p>Issues to consider:</p> <p>Section I does not contain a provision recognizing School Board's obligations under Chapter 119, F.S.</p> <p>Section F does not contain a provision recognizing School Board's rights under Section 768.28, F.S.</p> <p>The contracting party should be the School Board of Palm Beach County, Florida</p> <p>Governing Law should be Florida; Venue should be Palm Beach County</p>
Appropriate Departmental Sign-off	Yes

**Special Considerations:** \_\_\_\_\_

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

*Blair Furg* 7/19/07  
 By: Attorney (Name and Date)