



2.10.5 Contract Signature Authority and Review Policy

A. Introduction

The University of San Diego enters into many contractual agreements each year with third parties that provide for a wide array of activities involving University funds, facilities, personnel and other resources. This policy delineates the authority for the signature of contracts on behalf of the University. This policy also describes the advance review that is required before a contract is signed and the recordkeeping requirements for all contracts.

This policy applies to any type of agreement that obligates the University to provide payment, services, goods, or use of University property, facilities or other resources to a third party. Contractual agreements governed by this policy include, but are not limited to, leases, licenses, design contracts, engineering contracts, construction contracts, service agreements, consulting agreements, employment agreements, grants, research agreements, affiliation agreements, field site agreements, performance agreements, speaker agreements, and any other contracts that obligate the University to pay for or to provide other services.

This policy applies to all faculty, administrators, staff, and students at the University.

B. Contract Signature Authority

1. Contract Signature Authority Granted by Bylaws and Board Resolution

Pursuant to the University's Bylaws, the president, as chief executive officer of the University, is authorized to sign all contracts for the University.

By Board resolution, the President, the Vice President and Provost, the Vice President for Finance, and or any of them, or any other officers or agents designated by any of them, are authorized to execute any contract, document or instrument or to take other actions in the name of and on behalf of the University of San Diego, that such officer or designated agent deems necessary and appropriate in the conduct of ordinary University business.

2. Delegation of Contract Signature Authority

Delegations of contracting authority, as specified under Section B.1 above, must be made pursuant to this Section B.2. The delegating officer retains the ultimate responsibility for matters and personnel under his or her supervision.

An individual who has not received a written delegation of authority to sign contracts is not authorized to sign agreements that purport to bind the University, and may be held personally responsible if he or she attempts to do so. The University retains the authority not to recognize an agreement as binding against the University unless all signatories to the agreement have proper contract signature authority as of the date the contract was entered into.

All delegations of contract signature authority must:

- Be in writing
- Be made to specific position titles, not named individuals
- State the scope of the delegation (e.g. a specific vendor/contract only, contracts under a certain dollar amount)
- Specify the need for advance review pursuant to this Contract Signature Authority Policy
- Be copied and maintained in the offices of both parties, with electronic copies sent to the Office of the General Counsel and the Controller's Office.

C. Conflicts of Interest

University officers or designees with contract signature authority must exercise that authority in a manner consistent with the University's Individual Conflicts of Interest Policy. Similarly, any University employee who is involved in any way in the contract administration process (e.g. selecting the third party with whom the University will contract, negotiating the terms and conditions of the contract, carrying out the University's responsibilities under the contract, or interacting with the third party as a representative of the University) must exercise that authority in a manner consistent with the University's Individual Conflicts of Interest Policy.

D. Advance Review

1. Advance Review by Relevant Department(s)

All contracts must be reviewed and approved in advance by the department that will be the primary point of contact for the outside third party, as well as any

other department(s) that will need to provide technical support, facilities, services, or personnel to carry out the University's obligations under the contract.

2. Advance Review by the Office of the General Counsel

All contracts requiring the University to pay out more than \$5,000 must be reviewed and approved by the Office of the General Counsel before submission to an authorized official for signature. In addition, regardless of the amount of the contract, all contracts that involve unique risks and liability to the University, exceed one year in commitment, include indemnification or insurance provisions, or contain a proposed term that provides for jurisdiction outside San Diego, California, in the event of a dispute must be reviewed and approved by the Office of the General Counsel before submission to an authorized official for signature.

Exceptions to this advance review requirement are contracts using templates previously approved by the Office of the General Counsel, so long as the template is used for the particular type of transaction and/or vendor for which its use was approved. If a template agreement is approved, the department is responsible for submitting the template to the Office of the General Counsel at least every two years for further review and approval.

E. Record Retention

The University official executing the contract is responsible for maintaining the original fully-executed contract, including all attachments, in a manner consistent with the University's Record Retention Policy. In addition, the University official executing the contract shall ensure that an electronic copy of the fully-executed contract is uploaded into the university's electronic contract repository system.

Violations of this policy may lead to disciplinary action, up to and including dismissal. Questions regarding the review process or signature authority should be directed to the Office of the General Counsel.

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