



University Policies and Procedures

8-3.01 - CONTRACT EXECUTION POLICY

Purpose

Towson University has established this policy and these procedures for the execution of all University contracts, including those entered into pursuant to the USM Procurement Policies and Procedures, <http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/VIII300.html>. The President has authority to enter into agreements on behalf of the University and may delegate this authority as appropriate. In each case, where authority is delegated, so too is the custodial responsibility for the respective agreements; all agreements must be maintained in the respective office for filing and safekeeping. A copy of each fully executed agreement must be forwarded to the University's central repository, as directed by the President. All contractual commitments may be subject to review by University Counsel. All signature authority must be delegated in writing with specific limitations delineated by the President. Contracts not specifically delegated by this policy may only be executed by the President or his designee.

Contract Execution Policy

- I. The Provost is designated authority by the President to enter into the following agreements on behalf of the University:
 - A. Faculty employment contracts.
 - B. Collaborative undertakings, as defined in the USM Procurement Policies and procedures, Section XI. Definitions (see <http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/s11.html>), which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures.
 - C. Cultural events (exhibitions or displays on University property).
 - D. Protection and administration of intellectual property rights, excluding University name, logo, and trademarks.
 - E. Contracts for programs and operations located or implemented out of the United States.
 - F. Contracts for the purchase, use, or development of curricular materials.
 - G. Graduate student placement contracts.

- H. Affiliation Agreements
 - I. Contracts under which the University (other than RESI, CGIS) delivers services (e.g., cataly Theater), or licenses intellectual property
 - J. Contracts for Fellowships and/or assistantships
- II. The Senior Vice President and Chief Fiscal Officer is delegated authority by the President to enter into the following agreements:
- A. Leases of real estate, as defined in USM Policy VIII-4.00, for five years or less and where consideration is not expected to exceed \$500,000 in any year.
 - B. Acquisition of goods or services by the University.
 - C. Contract modifications and change orders to fixed price contracts.
 - D. Revenue generating contracts, except as otherwise delegated by this policy.
 - E. Grants, including Research Project contracts.
 - F. Agreements creating contractual employee relationships for employees other than faculty.
 - G. Contracts for lease of TU facilities to external parties.
 - H. Service contracts related to programming or entertainment for events held on the TU campus.
 - I. Trademark Registration & licensing
 - J. Contracts with 3rd party tuition payers
 - K. In-kind contributions
 - L. License to use (e.g., parking facilities)
 - M. Stocks, bonds, etc. – e.g., bequeathed stocks
- III. Vice President – University Advancement
- A. Collaborative undertakings, as defined in the USM Procurement Policies and procedures, Section XI. Definitions (see <http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/s11.html>),

which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures.

- B. Gifts
- IV. Vice President – Student Life
- A. Booths at malls, fairs, etc.
 - B. Student life events (not department sponsored)
- V. Vice President – Center for Economic and Community Outreach
- A. Collaborative undertakings, as defined in the USM Procurement Policies and procedures, Section XI. Definitions (see <http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVIII/s11.html>), which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures.
 - B. Regional Economic Studies Institute (RESI) contracts where Towson University is providing matching funds.
 - C. Agreements involving service provided by RESI, including any amounts paid to subcontractors. (The Provost must also sign the contract if it involves a funding match by Towson University.)
 - D. Contracts for training services provided by CAIT.
 - E. Contracts for services provided by the Center for Geographic Information Sciences (CGIS), excluding software licensed by CGIS.
- VII. The Athletic Director is delegated authority by the President to enter into the following agreements:
- A. Agreements relating to intercollegiate athletic competitions where TU is competing.
 - B. Sponsorships in athletic tournaments or other athletic event where TU is competing and which do not require the expenditure of University funds.
 - C. Special athletic events, excluding contracts for athletic facilities.
 - D. Promotions of athletic events that do not involve the expenditure of University funds.

- E. Agreements for the provision of community support to the athletic program that do not involve the expenditure of University funds.
- F. Sponsorship agreements; signage agreements

Responsibility: Procurement Department
Authorization:
Effective Date:
Date: 03/15/05