University Policies and Procedures

08-03.01 - CONTRACT EXECUTION POLICY

I. Policy Statement: The President has authority to enter into agreements on behalf of Towson University (“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. All contractual commitments may be subject to review by General 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/her designee.

II. Definitions:

A. “Contract” means a contract, agreement, MOU, letter of agreement, letter of understanding, and any other document which memorializes an understanding or agreement between Towson University and a third party.

III. Responsible Executive and Office:

Responsible Executive: Vice President for Administration and Finance and Chief Fiscal Officer

Responsible Office: Office of Administration and Finance

IV. Entities Affected by this Policy: All divisions, colleges, departments and operating units.

V. Procedures:

A. Delegated Authority

1. The Provost is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

   a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
   
   b. business and hosted gatherings and events on University property;
   
   c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures.
Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;

d. faculty employment Contracts;

e. cultural events (exhibitions or displays on University property);

f. protection and administration of intellectual property rights, excluding University name, logo, and trademarks;

g. Contracts for academic programs and related or affiliated operations located or implemented out of the United States;

h. Contracts for the purchase, use, or development of curricular materials. (Purchases involving software must be reviewed by the Enterprise Information Technology Committee.);

i. graduate student placement Contracts;

j. affiliation agreements;

k. Contracts under which the University (other than RESI, CGIS) delivers services (e.g., catalyst Theater), or licenses (e.g., intellectual property) related to academic endeavors;

l. Contracts for Fellowships and/or Assistantships;

m. grants, including Research Project Contracts.

2. The Vice President for Administration and Finance and Chief Fiscal Officer is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University. These agreements include:

a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;

b. business and hosted gatherings and events on University property;

c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;

d. 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;

e. acquisition of goods or services by the University;

f. Contract modifications and change orders to fixed price Contracts;

g. revenue generating Contracts, except as otherwise delegated by this policy;

h. agreements creating contractual employee relationships for employees other than faculty and athletic coaches’ Contracts;
i. Contracts for lease of University facilities to external parties;

j. service contracts related to programming or entertainment for events held on the University campus which are unrelated to events sponsored by the University’s Student Government Association;

k. trademark registration and licensing;

l. Contracts with third party tuition payers;

m. in-kind contributions;

n. license to use (e.g., parking facilities);

o. stocks, bonds, etc. (e.g., bequeathed stocks).

3. The Vice President for University Advancement is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;

b. business and hosted gatherings and events on University property;

c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;

d. gifts.

4. The Vice President for Student Affairs is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;

b. business and hosted gatherings and events on University property;

c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;

d. acquisition of goods or services specific to the operation of Student Affairs services, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
e. Events Contracts sponsored by Student Affairs or by the Student Government Association;
f. Contracts with publishing companies for items such as the Collegiate Readership Program, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
g. visitor Letter of Invitation/Acceptance of Honorarium. (Procurement must review these Contracts.);
h. independent Contractor/Consultant Agreement, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
i. resident Assistant Employment Contract, as long as Human Resources does not handle Contracts for student employees;
j. federal Work Study Community Service Employer Agreement (Career Center).

5. The Vice President for the Division of Strategic Partnerships & Applied Research (SPAR) is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:
   a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
   b. business and hosted gatherings and events on University property;
   c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;
   d. Division of Strategic Partnerships & Applied Research (SPAR) contracts where the University is not providing matching funds other than those from SPAR;
   e. agreements involving services provided by SPAR and its subunits, including any amounts paid to subcontractors;
   f. agreements creating contractual employee relationships for employees of the Division;
   g. Contracts for fellowships and/or assistantships granted by SPAR;
   h. Independent Contractor/Consultant Agreements, as long as these Contracts are exempt from the USM Procurement Policies and Procedures.

6. The Director of Athletics is delegated authority by the President to enter into the following agreements within the scope of his/her
duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
b. business and hosted gatherings and events on University property;
c. agreements relating to intercollegiate athletic competitions where the University is competing;
d. sponsorships in athletic tournaments or other athletic events where the University is competing and which do not require the expenditure of University funds;
e. special athletic events, excluding Contracts for athletic facilities;
f. promotions of athletic events that do not involve the expenditure of University funds;
g. agreements for the provision of community support to the athletic program that do not involve the expenditure of University funds;
h. sponsorship agreements for athletics and athletic events; signage agreements in athletic venues;
i. Contracts for use of external facilities for practice and competition, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
j. annual employment Contracts with coaches, subject to review by Human Resources and/or the Office of the General Counsel;
k. media Contracts for broadcast of the University athletics, as long as these Contracts are exempt from the USM Procurement Policies and Procedures.

7. The Vice President for Marketing and Communication is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
b. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;
c. acquisitions of services of product promotion vendors, writers, photographers, and/or videographers, to the extent they are not within the scope of procurement;
d. protection and administration of intellectual rights in University name, logo and trademarks;

8. The Vice President for Legal Affairs and General Counsel is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

   a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
   b. Business and hosted gatherings and events on University property;
   c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;
   d. Agreements creating, terminating, or otherwise relating to employment, including settlement agreements with governmental agencies such as the Equal Employment Opportunity Commission;
   e. Contracts for programs and/or contractors which are not procurements as defined in the USM Procurement Policies and Procedures.

9. The Vice President of Inclusion and Institutional Equity is delegated authority by the President to enter into the following agreements within the scope of his/her duties on behalf of the University which do not fall within the scope of procurement policies and procedures. These agreements include:

   a. Contracts for off campus venue/catering, as long as these Contracts are exempt from the USM Procurement Policies and Procedures;
   b. Business and hosted gatherings and events on University property;
   c. agreements regarding collaborative undertakings, as defined in the USM Procurement Policies and Procedures, Section XI. Definitions, which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures;
   d. Settlement agreements with the Department of Education, Office of Civil Rights;
   e. Contracts for programs and/or contractors which are not procurements as defined in the USM Procurement Policies and Procedures.
B. Review by General Counsel

1. All University Contracts shall be approved for form and legal sufficiency by the Office of the General Counsel before they are executed. However, such approval is not required (a) with respect to Contracts administered by the Procurement Office, (b) for individual Contracts or extensions or renewals thereof if the form has prior approval by the Office of the General Counsel as a standard and contains no substantive changes or additions other than those pertaining solely to the description of the project, the amount involved, and the term of the Contract or extension, or (c) with respect to Contract administered by a unit of the University that has developed internal capacity for reviewing Contracts that has been approved by the Office of the General Counsel.

2. The party initiating the Contract for the University is responsible for reading the Contract entirely and determining that:
   a. the Contract language accurately reflects the current state of the negotiations;
   b. the Contract meets programmatic and University mission requirements;
   c. the Contract is in the best interests of the University;
   d. he/she can ensure compliance with the obligations the Contract places on the University;
   e. The Contract is sufficiently clear and consistent.

3. The Office of the General Counsel shall determine what other institutional reviews are necessary prior to submission of the Contract for signature.
C. Documentation of Delegation

1. Further delegation of signatory authority may occur in order to improve the efficiency and effectiveness of University operations if such delegation does not unduly expose the University to financial or operational risk of loss.

2. Signature authority delegation requires the approval of the appropriate vice president and must be documented in the Office of the General Counsel. Anyone else who enters into a Contract that purports to bind the University is acting without authority and could be personally liable for the Contract.

3. Delegation of signature authority must be accomplished by completing and signing the Signatory Authority Delegation Form, available through the Office of the General Counsel. The final, signed form should be maintained in the office that administers the delegated Contract(s), with a copy to the delegating vice president, and a copy to the Office of the General Counsel.

Related Policies: USM Policy VIII-03.00
USM Policy VIII-04.00

Approval Date: 04/12/2008
Effective Date: 04/12/2008
Amended Date: 7/13/2016
4/19/2017

Approved by: President’s Council 03/28/2008