



University of Dallas

Governance

**Designation of Contracting
Authorities**

POLICY GBP-C

Responsible Executive:
President
Responsible Office:
Office of President
Issued: 7.1.21
Revised: 8.20.21

1. PURPOSE

Subject to Policy GBP, which sets forth the authority delegated to the President by the Board of Trustees, this Policy sets forth the President’s designation of University officials as contracting authorities, and the restrictions on their exercise of such authority. This Policy helps to safeguard University resources and to minimize the University’s financial, legal, operational, and compliance-related risks by establishing the authority and responsibility of University employees with regard to reviewing and executing contracts and other written documents on behalf of the University.

2. CONTRACTING AUTHORITY

Subject to Policy GBP - Delegation of Authority to President, the University officials designated by this Policy are authorized to execute contracts and other written instruments on behalf of the University. Any contract executed by a person not authorized to do so by this Policy is not binding on the University.

- 2.1. An employee who signs a contract that he or she is not authorized to sign is acting outside the scope of his or her employment and may be personally liable for any resulting liability or obligation.
- 2.2. Employees executing contracts and other written instruments on behalf of the University are responsible for ensuring that they have authority to act on behalf of the University and that such authority is exercised in compliance with applicable conditions, restrictions, and guidelines.
- 2.3. The contracting authority is responsible for monitoring compliance with the parties’ obligations as set forth in the contract. Failure to properly monitor a contract may expose the University to loss, legal action, and potential claims of breach or default.

3. DELEGATION OF AUTHORITY BY PRESIDENT

Any individual serving in a position designated as a contracting authority in accordance with this Policy shall have full authority to legally bind the University and, in writing, to designate another individual within their immediate supervision to legally bind the University on the contracting authority’s behalf in his or her absence.

- 3.1. **Designations.** Subject to the contract thresholds below, the President designates the following University officials as contract authorities as to the specified areas or matters:
 - 3.1.1. **Primary delegation of authority.** The Provost, the Executive Vice President, General Counsel, and any Vice President are contracting authorities within their respective areas of functional responsibility.

3.1.1.1. The Provost, the Executive Vice President, General Counsel, and any Vice President are each authorized to sign on behalf of one of the others whose absence from the University prevents him or her from executing a contract.

3.1.2. **Sub-delegation.** The Provost, the Executive Vice President, General Counsel, and any Vice President may sub-delegate within their respective functional department or area of responsibility, provided that any such sub-delegation must be in writing, signed by the authorizing individual and the recipient of the sub-delegated authority, with copies sent promptly to the Vice President of Finance and the General Counsel.

3.1.2.1. Sub-delegations under this provision must be reviewed in July of each year, with refreshed written authorizations sent to the Vice President of Finance and the General Counsel by August 1 of each year.

3.1.2.2. Sub-delegations under this provision are subject to the contract threshold applicable to the position of the recipient of the sub-delegated authority (e.g., contract authority delegated by the Provost to the Director of Athletics is subject to the contract thresholds for a Director when exercised by the Director of Athletics).

3.2. **Contract thresholds.** Any contract meeting the threshold for approval based either on contract value or term requires approval by the highest level contracting authority.

Contract Value	Contract Term	Contracting Authority
\$1,000,000	5+ years	Board of Trustees
Up to \$999,999	3-5 years	University President
Up to \$999,999	3-5 years	Executive Vice President, Provost, General Counsel
Up to €500,000	1-3 years	Director of Rome Campus
Up to \$100,000	1-3 years	Vice Presidents, Chief Financial Officer, Chief Information Officer
Up to \$50,000	1 year	Associate or Assistant Vice President, Controller
Up to \$25,000	1 year	Deans, Directors, Registrar, Chief of Police
Up to \$5,000	1 year	Department Chairs

3.2.1. Contract values include single contracts and cumulative commitments to a single vendor/party in a 12-month period. Contracts may not be subdivided to avoid threshold contract values.

3.3. **Additional restrictions.** Some contracts are subject to additional restrictions.

3.3.1. **Real Property.**

3.3.1.1. Contracts for the sale of University real property must be negotiated and approved by the Board of Trustees.

- 3.3.1.2. All other contracts impacting University real property, including easements, leases, and licenses but not including agreements for short-term use of University facilities, must be approved by the University President. Notice of any easement, lease or license approved in accordance with this policy must be provided annually to the Board of Trustees.
- 3.3.2. **Grant or Gift Contracts.** Before any grant or gift agreement is signed, notice of the grant application must be provided in advance to the University Provost for academic/research grants and to the Vice-President for University Advancement for all other grants.
- 3.3.3. **Student Financial Assistance.** With the exception of the University Title IV Program Participation Agreement, all contracts related to student financial assistance must be approved by the Director of Financial Aid.
 - 3.3.3.1. The University Title IV Program Participation Agreement must be signed by the University President.
- 3.3.4. **Significant Impact Exception to Delegated Authority.** Contracts with potential for significant impact on the University mission or which will potentially violate the University's compliance with existing debt covenants or agreements with financial institutions, as determined by the Chief Financial Officer, must be approved by the Board of Trustees.

4. CONTRACT REVIEW AND APPROVAL

Except as otherwise provided in this Policy, the following requirements apply to all University contracts:

- 4.1. **Preliminary review by contract originator.** The University official initiating a contract (the contract originator) is responsible for negotiating all substantive terms of a contract. Prior to submitting for approval and signature by a contracting authority, the contract originator must confirm that:
 - 4.1.1. The contract clearly, accurately, and sufficiently reflects the negotiated terms;
 - 4.1.2. Is aligned with the University's programmatic and strategic mission;
 - 4.1.3. Will not general any institutional conflicts of interest;
 - 4.1.4. Will not have negative, long-term consequences;
 - 4.1.5. Does not include a provision for the assumption of sale tax by the University; and
 - 4.1.6. Sufficient funds will be available to meet the obligations of the contract, if applicable.
- 4.2. **General counsel review.** Unless a contract is in a standard template previously approved by the General Counsel, all contracts must be submitted to the Office of the General Counsel for review as to legal form and sufficiency. The following template contracts or similar template approved contract templates maintained on the General Counsel website do not require additional review through the General Counsel unless modified with terms other than detailing the scope of performance:

- 4.2.1. Independent Contractor Agreement (Cannot be used as a substitute for regular employment);
 - 4.2.2. Agreement for Professional Services (Generally for use by the Facilities Department);
 - 4.2.3. Exhibition Loan Agreement;
 - 4.2.4. Entertainment — Performance Agreement;
 - 4.2.5. Speaker Agreement;
 - 4.2.6. Non-Disclosure Agreement;
 - 4.2.7. Image Release Agreement; and
 - 4.2.8. Facility Use Agreement.
- 4.3. **Business office review.** All contracts with monetary value in excess of \$25,000 must be submitted to the University Business Office for review to assure availability of funds, to avoid conflict with any debt covenants, and to assure consistency with University financial controls and restrictions.
 - 4.4. **Information technology review.** All contracts impacting University technology resources (including software licenses, hosted solutions, providing or allowing access to University systems/network or data, or allowing access of University data to external sources) must be reviewed in advance by the Chief Information Officer, or a designee, to ensure adequate security and conformance with University IT standards.
 - 4.5. **Final approval.** After all appropriate reviews have been approved and documented, and the contract has been signed by the contracting authority and authorized third party, an electronic copy of the contract must be placed in the designated University contracts depository system or retained in a searchable system by the offices as set forth in section 5 of this Policy.

5. RETENTION OF CONTRACTS

Contracts will be retained for the retention period established in the University Records Retention Policy as follows:

- 5.1. Signed academic contracts, including faculty employment contracts and appointment letters, must be retained by the Office of the Provost or the office of the appropriate dean.
- 5.2. Signed employment contracts, other than executive contracts, shall be retained by the Human Resources Office.
- 5.3. Signed executive employment contracts shall be retained by the Office of the President.
- 5.4. Signed research or academic grant agreements shall be retained by the Office of Institutional Effectiveness.
- 5.5. Signed gift or grant acceptance or donation letters shall be retained by the Office of Advancement.

- 5.6. Signed agreements related to intercollegiate athletics or athletic competition shall be retained by the office of the Director of Athletics.
- 5.7. Signed agreements related to Title IV student financial assistance shall be retained by the Office of Financial Aid.
- 5.8. Signed agreements for occasional use of University facilities and grounds shall be retained by the Office of Conference Services.
- 5.9. Signed agreements related to University real property interests shall be retained by the Office of the General Counsel.
- 5.10. All other contracts shall be retained by the originating department.

6. DEFINITIONS

- 6.1. **“Contract”** means any written agreement between the University and another party that creates a legally binding obligation: (i) to provide or receive payments, services, goods, or gifts, or (ii) requires the use of University property, facilities or resources. This policy applies to any document that obligates the University, irrespective of the terminology used to describe the document and includes: memorandums of understanding, agreements, service contracts, settlements, rental/lease agreements, affiliation agreements, academic agreements, corporate partnership agreements, liability waivers, nondisclosure agreements, licensing agreements. A contract may or may not involve the exchange of funds.
 - 6.1.1. For purposes of this Policy, **“contract”** includes original contracts as well as all amendments, alterations, modifications, corrections, changes, and extensions.
- 6.2. **“Contracting authority”** means University officials who have authority to legally bind the University in accordance with authority delegated as set forth in Policy GBP or this University Policy. No student or student organization can bind the University and the University will not assume liability for contracts entered by student organizations that do not comply with this Policy.
- 6.3. **“Contract originator”** means a University official initiating and negotiating a contract, for which the University official is not also a contracting authority.
- 6.4. **“Gift agreement”** means a written agreement between the University and a donor that documents the terms and conditions of a philanthropic gift to the University.
- 6.5. **“Non-disclosure agreement”** or **“NDA”** means a written agreement between the University and one or more third parties, which outlines confidential materials, knowledge, or information that the parties wish to share and which the parties agree not to disclose to third parties.
- 6.6. **“Real estate agreement”** means a written agreement for the lease, acquisition, or disposition of any interest in real property or improvements to real property, including leases, purchase and sale agreements, options to purchase, easements, etc.

6.7. **“Signature authority”** means the legal right to execute contracts and other written instruments in the name of and on behalf of the University and to bind the University to an obligation or promise.

6.8. **“University”** and **“the University”** mean the University of Dallas.

7. RESPONSIBILITIES

Responsible Party	List of Responsibilities
President	1. Monitor compliance with this Policy.
Contract originator	1. Negotiate the contract. 2. Ensure that the contract is approved by the relevant offices (e.g., General Counsel, Business, Information Technology) and submitted to the contracting authority for approval
Contracting authority	1. Review and sign contracts as appropriate. 2. Monitor compliance with signed contracts. 3. Ensure that signed contracts are properly retained.
Office of General Counsel	1. Review contracts regarding legal obligations. 2. Notify contract originator if contract can be approved.
Business Office	1. Review contracts regarding financial impact. 2. Notify contract originator if contract can be approved.
Information Technology	1. Review contracts regarding impact on information technology systems. 2. Notify contract originator if contract can be approved.

8. PROCEDURES

Task	Procedure
Negotiating Contract	1. The contract originator negotiates the terms of the proposed contract.
Review and Approval	1. The contract originator submits the contract to the Office of General Counsel, Business Office, and Information Technology, when required by this Policy. 2. After receiving approval from the relevant offices, the contract originator submits the contract to a contracting authority for review and approval. 3. The contracting authority reviews the contract and, if appropriate, signs it.
Performance and retention	1. The contracting authority ensures that the signed contract is retained in accordance with this Policy. 2. The contracting authority monitors compliance with the signed contract.

9. POLICY ENFORCEMENT

Enforcement	The Office of General Counsel or Office of the President will investigate suspected violations of this Policy, and take appropriate action in accordance with University policy.
Reporting Violations	Report suspected violations of this Policy to the Office of the President or the Office of General Counsel.

10. RELATED DOCUMENTS

Policy or Document	Web Address
Articles of Incorporation and Bylaws	https://udallas.edu/about/university-policies/index.php
Policy GBP – Delegation of Authority to President	https://udallas.edu/about/university-policies/index.php

11. CONTACTS

Subject	Office or Position	Telephone Number	Office Email or URL
Policy Clarification	Office of General Counsel	(972) 721-5363	hlachenauer@udallas.edu
Web Address for this Policy		https://udallas.edu/about/university-policies/index.php	