



University of Dallas Policy 2.1

SIGNATURE AUTHORITY AND DELEGATION POLICY

1.0 The purpose of this Policy is to establish delegations of authority granted to the President of the University of Dallas by the Board of Trustees pursuant to which specific delegations are granted to others to act on the President's behalf. This policy defines the responsibilities associated with those delegations.

The purpose of this policy is to safeguard University resources and to minimize the University's financial, legal, operational, and compliance-related risks by establishing the authority and responsibilities of University employees with regard to reviewing and executing contracts and other written documents on behalf of the University.

2.0 Scope - This policy applies to all contracts and other written instruments that obligate the University to commit the University to any third party. The policy applies to all members of the University community.

3.0 Definitions — The following definitions apply to interpretation of this policy:

3.1 "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.

3.1.1 This Policy applies to original contracts as well as all amendments, alterations, modifications, corrections, changes and extensions.

3.1.2 For the purposes of this Policy, "contract" does not include Faculty contracts and appointment letters that are executed by the University Provost, employment contracts that are executed by the University President or by the Office of Human Resources, student housing agreements, or standard agreements for the short-term use of University facilities.

- 3.2 **"Contracting authority"** means university officials who have authority to legally bind the university in accordance with authority delegated as set forth in Board of Trustee Policy 001 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.
- 3.3 **"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.
- 3.4 **"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.
- 3.5 **"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.
- 3.6 **"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.

4.0 Authority Reserved by the Board of Trustees —Board Policy 001, "Reservation and Delegation of Authority Policy," sets forth authority to approve contracts reserved by the Board of Trustees and delegates all other authority to the President. All matters reserved for review by the Board of Trustees must be approved in accordance with Board of Trustees procedures. The President has the power, on behalf of the Board of Trustees to execute all documents to effect the actions of the Board or its Executive Committee.

5.0 General Statement of Policy — 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.

- 5.1 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.
- 5.2 Employees executing contracts and other written instruments on behalf of the University are responsible for assuring 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.

6.0 President Authority and Delegation - In accordance with Board of Trustees Policy 001, the University President is authorized to delegate authority to legally bind the University on matters not otherwise reserved to the Board of Trustees. 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 authorities' behalf in his or her absence.

6.1 Commercial Contracts - Authority to enter commercial contracts is delegated by the University President as follows. Any contract meeting the threshold for approval based either on contract value or term requires approval by the highest level contracting authority (i.e., a 3 year contract valued at \$50,000 requires approval by the University President).

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
Up to €500,000	1-3 years	Director of Rome campus
Up to \$100,000	1-3 years	Vice Presidents, Provost, Chief Financial 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

6.1.1 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.

- 6.1.2 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.
- 6.2 **Utilities** — Notwithstanding the thresholds above, the University Director of Facilities is recognized as a contracting authority for all contracts for utility services without regard to value.
- 6.3 **Real Property** — With the exception of contracts for sale of University real property which must be negotiated and approved by the Board of Trustees, 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.
- 6.4 **Athletics** — The University Athletics Director is recognized as a contracting authority for any contracts related to intercollegiate athletics conferences and competitions, subject to the contract value threshold set forth above when applicable.
- 6.5 **Grant or Gift Contracts** — All grants or gift agreements shall be signed subject to the contracting authority designated above with notice of all grant applications provided in advance to the University Provost for academic/research grants and to the Vice-President for University Advancement for all other grants.
- 6.6 **Student Financial Assistance** — All contracts related to Student Financial Assistance shall be approved by the Director of Financial Aid with the exception of the University Title IV Program Participation Agreement which shall be signed by the University President.
- 6.7 **Academic Agreements** — Subject to the contract thresholds set forth above, the University Provost is recognized as a contracting authority for (a) all intellectual property agreements with faculty including nondisclosure agreements, (b) student or faculty exchange agreements, (c) agreements related to the operation or collection of the University library. Within the levels of contracting authority set forth above, the University Provost may dele a authority to University deans to be delegated authority as contracting authorities in matters of academic agreements.

- 6.8 **Securities and Deposits** – The University Chief Financial Officer shall have special authority to buy, sell, assign and transfer securities and to deposit or withdraw funds and to designate depositories between University owned accounts without President or Trustee instruction. Transfer of assets to accounts outside control of the University requires approval as reflected in the schedule set forth in section 6.1.
- 6.9 **Purchase Orders** — The Director of Purchasing or such other University Official as designated in writing by the President or Chief Financial Officer shall have authority to sign purchase orders in an amount up to \$5,000 and without review in accordance with Section 7.0 of this Policy, for the purchase of:
- 6.9.1 Office supplies, including office technology
 - 6.9.2 Travel accommodation, including airfare and hotel
 - 6.9.3 Banquet or conference arrangements including food and host locations

7.0 Contract Review and Approval — Except as set forth in this Policy, the following requirements apply to all University Contracts.

- 7.1 **Preliminary Review by Contract Originator** — The University official initiating a contract ("Contract Originator") is responsible for negotiating all substantive terms of a contract. Prior to submitting for signature by a Contracting Authority, the Contract Originator must confirm that:
- 7.1.1 The contract clearly, accurately and sufficiently reflects the negotiated terms;
 - 7.1.2 is aligned with the University's programmatic and strategic mission;
 - 7.1.3 will not generate any institutional conflicts of interest;
 - 7.1.4 will not have negative, long-term consequences;
 - 7.1.6 does not include a provision for the assumption of sales tax by the University; and that
 - 7.1.7 sufficient funds will be available to meet the obligations of the contract, if applicable.
- 7.2 **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:

- 7.2.1 Independent Contractor Agreement (Cannot be used as a substitute for regular employment)
- 7.2.2 Agreement for Professional Services (Generally for use by the Facilities Department)
- 7.2.3 Exhibition Loan Agreement
- 7.2.4 Entertainment — Performance Agreement
- 7.2.5 Speaker Agreement
- 7.2.6 Non-Disclosure Agreement
- 7.2.7 Image Release Agreement
- 7.2.8 Facility Use Agreement
- 7.3 **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.
- 7.4 **Information Technology** — 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 Assistant Vice President for Information Technology, or a designee, to ensure adequate security and conformance with University IT standards.
- 7.5 **Final Process** — 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 7.6.
- 7.6 **Contract Retention** — Contracts will be retained for the retention period established in the University Records Retention Policy as follows:
 - 7.6.1 Signed academic contracts, including faculty employment contracts and appointment letters, must be retained in the office of the Provost or the office of the appropriate dean.

- 7.6.2 Signed employment contracts, other than executive contracts, shall be retained in the Human Office of Resources.
- 7.6.3 Signed executive employment contracts shall be retained in the Office of the President.
- 7.6.4 Signed research or academic grant agreements shall be retained in the Office of Institutional Effectiveness.
- 7.6.5 Signed gift or grant acceptance or donation letters shall be retained in the Office of Advancement.
- 7.6.6 Signed agreements related to intercollegiate athletics or athletic competition shall be retained in the office of the Director of Athletics.
- 7.6.7 Signed agreements related to Title IV student financial assistance shall be retained in the Office of Financial Aid.
- 7.6.8 Signed agreements for occasional use of University facilities and grounds shall be retained by the Office of Conference Services.
- 7.6.9 Signed agreements related to University real property interests shall be retained in the Office of the General Counsel.
- 7.6.10 All other contracts shall be retained in the originating department.

8.0 Contract Administration —

- 8.1 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 financial loss, legal action and potential claims of breach or default.

9.0 Application —

- 9.1 This Policy shall be effective upon approval of the University President and all previous not aligned with this Policy shall be revoked. Contracts reviewed and authorized prior to adoption of this Policy shall remain in full force and effect; however, any modifications or extensions of such contracts shall be reviewed and authorized in accordance with this Policy.
- 9.2 All contracts executed in accordance with this Policy must also comply with the requirements of Board of Trustee Policy 001 — Reservation and Delegation of Authority Policy.