

Delegation of Contract Signing Authority

I. Purpose:

The purpose of this policy is to outline the contract administration process and define the authority for signing contracts and other documents on behalf of Valdosta State University (VSU) in order to efficiently protect the University.

II. Policy Statement:

The Board of Regents of the University System of Georgia (BOR) Policy 2.5.4 Presidential Authority and Responsibility states:

“The president of each institution, or the president’s designee, shall have the authority to execute, accept, or deliver, on behalf of the Board, the following types of research agreements, settlement agreements, service agreements, and reciprocal emergency law enforcement agreements affecting his/her institution:

- 1. Research or service agreements whereby the institution concerned, for monetary compensation or other good and valuable consideration, agrees to perform certain institution- oriented research or other personal services within a time period of one (1) year or less.*
- 2. Agreements between USG institutions and hospitals or other organized medical facility concerned agrees to provide clinical services to nursing and other students enrolled in nursing and allied health programs at the institution concerned. Said agreements shall be effective for one year with the option of annual renewal as specified therein and shall be subject to cancellation by either party.*
- 3. Reciprocal emergency law enforcement agreements between USG institutions and county and municipal authorities, as authorized by the Georgia Mutual Aid Act, as amended (BOR Minutes, 1993-94, pp. 63-64).*
- 4. Settlements of grievances and complaints, including those filed by state and federal agencies that do not include a monetary commitment of more than \$100,000. Notice of settlements shall be filed with the University System Office of Legal Affairs (BOR Minutes, May 2006; April 2007).*
- 5. Any agreements necessary for the day-to-day operation of the institution (BOR Minutes, April, 2007).”*

Per this BOR Policy, the President of VSU has the power to explicitly delegate authority for an employee to enter into binding contracts that may be obligatory to the University in any way. Such delegation must be submitted in writing. This policy pertains to all faculty, staff, and students at VSU.

III. Policy Terms:

- a. Contract-** Any agreements between the University and another party that creates legally binding agreements. This document creates an obligation, right, or liability for VSU. Other terms occasionally used to refer to a contract include, but are not limited to, an agreements, waivers, promissory notes, letters of agreements, letters of intent, and memorandum of understanding (MOUs).

IV. Procedure:

No member of the University, faculty, or staff may sign a contract without specific written authorization from the President. Nor should they execute any documents binding the University in any way, unless specifically authorized in writing. All contracts entered into in the name of VSU must be done in a proper fashion, including signatures by the proper parties.

The University will only be bound by written contracts which have been reviewed and approved in accordance with this policy. Any individual who signs on behalf of the University without proper signature authority is not in compliance with this policy and may be personally liable for terms and conditions contained therein. Lastly, **all contracts must be reviewed by the University Attorney prior to execution**, with the exception of standard contracts that have been previously approved by the Board of Regents and/or Georgia Department of Administrative Services and have not been altered or modified.

V. Signature Authority:

Delegated authority may be withdrawn or changed at the discretion of the President. Only authorized individuals may sign contracts on behalf of VSU. The signature authority of those individuals is contingent upon the type of contract and the value, as described herein. In the event of a change in position, all written authorities must be re-established. The original signature authorization shall be held on file in the President's office, with a copy to the University Attorney. The following table illustrates the types of contracts that may be included within the delegated authority. The table is not intended to be all-inclusive, and questions regarding any contracts not specifically listed should be directed to the University Attorney.

Contracts concerning goods and services must follow the applicable regulations and rules set forth in the Georgia Procurement Manual and the VSU Purchasing Procedures.

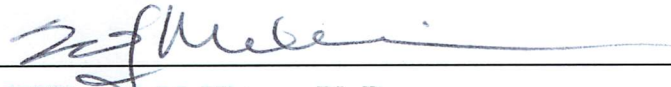
Delegation of Contract Signing Authority	
Authorized Signatory	Contracts*
President	<ul style="list-style-type: none"> • Research or service agreements concerning the University • Agreements between USG institutions • Reciprocal emergency law enforcement agreements • Settlements of grievances and complaints <\$100,000 • Any agreements necessary for the day to day operations of the institution
Provost and Vice President of Academic Affairs	<ul style="list-style-type: none"> • Agreements with Department of Education to assist in Title IV Financial Assistance Program • Internship and Student Applied Learning Affiliation Agreements • Collaboration agreements between institutions • Contracts with Veterans Administration
Vice President of Finance and Administration	<ul style="list-style-type: none"> • Contracts for Use of Facilities and Equipment on Cost Reimbursement Basis • Agreements with a collection agency to handle delinquent loans • Construction Contracts <\$1 million • Individual consulting agreements to provide services (i.e., interior designer, software developer, architectural services, etc.) <\$120,000 • Agreements for procurement of all goods, services, and technology
Vice President for Enrollment, Marketing and Communications	<ul style="list-style-type: none"> • Contracts related to Enrollment Management, Marketing or Communications <\$25,000 for single year contracts
Director of Physical Plant and Facilities Planning	<ul style="list-style-type: none"> • Construction Contracts <\$1 million • Individual consulting agreements to provide services (i.e., interior designer, software developer, architectural services, etc.) <\$120,000
College or University Procurement Officer (CUPO)	<ul style="list-style-type: none"> • Open market purchases for procurement of all goods, services, and technology <\$250,000 • All purchases on Statewide contracts
University Senior Buyer	<ul style="list-style-type: none"> • Purchase orders <\$50,000
Vice President of Student Affairs	<ul style="list-style-type: none"> • Scholarship award documents • Housing rental contracts • Student Affairs Programming for personal services, equipment, goods and services <\$24,999
Director of Athletics	<ul style="list-style-type: none"> • Agreements requiring resources and/or performance by the Department of Athletics <\$25,000 • Student athlete scholarships

*This list is not intended to be all-inclusive.

VI. Clarification

All references to the legal review of contracts and requests for clarification of this policy should be directed to the University Attorney in the Office of Legal Affairs. All proposed contracts must be processed in conjunction with the Contract Routing Form located on the Office of Legal Affairs website at <http://ww2.valdosta.edu/legal/forms.shtml>.

The President has the authority to sign any contracts, except as limited by the Board of Regents (BOR Policy 2.5.4). The delegation of authority as stated herein is approved on this 16th day of August, 2013.



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President, Valdosta State University