

VIII-3.01-POLICY ON CONTRACT EXECUTION AND SIGNATURE AUTHORITY

I. POLICY

All contractual commitments binding Bowie State University (“University”) must be in writing. The President of the University has sole authority to enter into agreements on behalf of the University. The President may delegate this authority as appropriate. must be reviewed by the University’s General Counsel and/or approved for legal form and sufficiency by the Office of the Attorney General. Contracts are subject to University System of Maryland and Bowie State University procurement policies and procedures. Contracts not specifically delegated by this policy or in writing by the President may only be executed by the President or his/her designee.

All contracts shall be maintained for filing and safekeeping in the office of the officer to whom signature authority has been delegated. A copy of each fully executed agreement shall be forwarded to the General Counsel.

II. DEFINITION

A. “Contract” means a document which sets forth an understanding or agreement between the University and a third party. Contracts include memoranda of understanding, agreements, letters of agreement or any other document which memorializes an understanding or agreement between the University and a third party.

III. GENERAL PROVISIONS

Except as provided herein, University employees may not sign agreements that obligate the University. Employees without specifically delegated authority, who enter into agreements that purport to bind the University, may be subject to personal liability.

A. Signature Authority

1. The Provost and Vice President for Academic Affairs is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
 - a. Faculty employment contracts.
 - b. Cultural events (exhibitions or displays on University property).
 - c. Protection and administration of intellectual property rights, excluding University name, logo and trademarks.
 - d. Contracts for academic programs and related or affiliated operations located or implemented within the State of Maryland.
 - e. Contracts for the purchase, use or development of curricular materials.
 - f. Student placement agreements for internships not otherwise managed through the Career Services unit, practica, etc.

- g. Affiliation agreements, articulation agreements and memoranda of understanding with other academic institutions.
 - h. Contracts for fellowships and/or assistantships.
 - i. Grants, including research project contracts, confidentiality and non-disclosure agreements associated with grants and contracts for academic services. Cost-sharing agreements require approval by the Vice President for Administration and Finance.
 - j. Graduate student placement contracts.
 - k. Collaborative agreements as defined in Section XI of the USM Procurement Policies and Procedures (<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>) which support the mission of the University.
2. The Vice President for Administration and Finance/Chief Financial Officer is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
- 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. Contracts for the acquisition of goods, services or equipment by the University.
 - c. Contract modifications and change orders to fixed price contracts.
 - d. Revenue-generating contracts.
 - e. Cost-sharing agreements.
 - f. Trademark registration and licensing.
 - g. Contracts with third-party tuition payers.
 - h. In-kind contributions.
 - i. Stocks, bonds, etc. (e.g., bequeathed stocks).
3. The Vice President for Institutional Advancement is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
- a. Gifts.
 - b. Collaborative agreements as defined in Section XI of the USM Procurement Policies and Procedures (<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>) which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures.
4. The Vice President for Student Affairs is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
- a. Collaborative agreements as defined in Section XI of the USM Procurement Policies and Procedures (<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>)

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

5. The Vice President for Information Technology is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
 - a. Collaborative agreements, as defined in Section XI of the USM Procurement Policies and Procedures, (<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>) which support the mission of the University and are not procurements as defined in the USM Procurement Policies and Procedures.

6. The Director of Athletics is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
 - a. Agreements relating to intercollegiate athletic competitions where the University is competing.
 - b. Sponsorships in athletic tournaments or other athletic events where the University is competing and which do not require 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 relating to community support to the athletic program that do not involve the expenditure of University funds.
 - f. Sponsorship agreements.
 - g. Contracts for use of external facilities for practice and competition, as long as these contracts are exempt from the USM Procurement Policies and Procedures.
 - h. Media contracts for broadcast of the University athletics, provided that such contracts are exempt from the USM Procurement Policies and Procedures and have been reviewed by the Director of University Relations and Marketing.

7. The Director of University Relations & Marketing is delegated authority by the President to enter into the following contracts within the scope of his/her duties:
 - a. Media/advertising contracts, sponsorship and signage agreements, as long as these contracts are exempt from the USM Procurement Policies and Procedures.
 - b. Collaborative agreements, as defined in Section XI of the USM Procurement Policies and Procedures, (<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>) which support the mission of the University and are not

procurements as defined in the USM Procurement Policies and Procedures.

- c. Contracts for the services of writers, photographers and/or videographers which are exempt from USM Procurement Policies and Procedures.

8. The Senior Director of Human Resources is delegated authority by the President to enter into the following contracts within the scope of his/her duties:

- a. Offers of employment and letters of termination of employment.
- b. Contracts for temporary staffing services which are not subject to USM Procurement Policies and Procedures.

9. The Director of Procurement is delegated authority by the President to enter into the following contracts within the scope of his/her duties:

- a. Contracts for the acquisition of goods, services and equipment not exceeding \$1,000,000.
- b. Contracts for the acquisition of good, services and equipment over \$1,000,000, but less than \$5,000,000, with prior written approval by the Vice President for Administration and Finance.
- c. Contracts for the provision of student payment plan services.
- d. Contract modifications and change orders to fixed price contracts.

10. The Director of Conference Services is delegated authority by the President to enter into the following contracts within the scope of his/her duties:

- a. University standard contracts for rental of University facilities to external parties.

B. Review by General Counsel

1. The party who initiates the University contract for review and signature is responsible for reading the contract and determining that it clearly and accurately reflects agreed upon terms and conditions, is in the best interest of the University and is consistent with the University's mission.
2. Except for pre-approved standard form contracts for goods and services administered by the Office of Procurement, all University contracts shall be reviewed for legal form and sufficiency by the General Counsel or the Office of the Attorney General prior to signing. Requests for review should be sent to generalcounsel@bowiestate.edu at least two weeks prior to proposed contract effective date. Individual contract extensions or renewals do not require approval if the original contract was approved by the General Counsel or Office of the Attorney General and the extension or renewal contains no substantive changes.

3. The General Counsel may determine that additional institutional review of a contract is required prior to approving it for legal form and sufficiency.
4. The originating party is responsible for ensuring compliance with the obligations contained in the contract and for maintaining a fully executed copy of the contract.

IV. RELATED POLICIES

- BSU Procurement Manual
<https://www.bowiestate.edu/files/resources/procurement-policies-and-procedures-july-2016.pdf>
- USM VIII-3.00 Procurement Policies and Procedures
<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>
- USM VIII-3.10 Policy on Approval of Procurement Contracts
<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII310.html>
- USM VIII-3.20 Procedures Relating to Review by Attorney General's Office of Contractual Agreements of the University System and Involvement in Financing, Real Estate, and Related Capital Projects
<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII320.html>