POLICY ON UNIVERSITY CONTRACT REVIEW AND APPROVAL
SUFFOLK UNIVERSITY

GENERAL

This policy identifies who, within the University, is authorized to sign University contracts. In addition, this policy establishes the general procedures for contract submission, review and approval as well as procedures for assistance with contract negotiation and drafting.

Examples of University contracts include, but are not limited to: agreements for the purchase or rental of goods or services; affiliation agreements; independent contractor agreements; nondisclosure agreements; intellectual property licenses; memoranda/letters of understanding or cooperation; agreements with hotels, convention centers or other facilities; special event agreements, instructional agreements; sponsored research proposal submissions and agreements, and assignment agreements.

POLICY

In accordance with the University bylaws, only the President and the Vice President/Treasurer are authorized to sign and enter into agreements. Anyone else who enters into a contract that purports to bind the University or one of its sub-units is acting without authority and could be held personally liable for the contract and/or be subject to discipline.

All contracts must be in the name of “Suffolk University,” although the contract may reference a specific school or department of the University (e.g., “Suffolk University and its Department of Athletics”).

SUBMISSION OF TIMING REQUIREMENTS

In order to ensure continuity of service for the benefit of the community, individuals should submit a contract for review at least fourteen (14) days in advance of when the signed agreement is needed, and must submit the agreement further in advance if the agreement involves a complex matter. Failure to comply with this requirement may result in the University being unable to approve and/or execute the agreement.

University Form Contracts

Employees should always endeavor to use the University’s standard form contracts and may request such forms from the Office of General Counsel.

PROCEDURES

The contract process begins when an employee identifies a need to use outside goods or services or otherwise seeks to establish a relationship between the University and an outside party. The employee and his/her Department are responsible for negotiating appropriate business terms or confirming that the business terms proposed by the third party are acceptable. After identifying a proposed vendor or proposed partner:
1. Submit the contract proposal to the appropriate Vice President, Dean or Division Head for administrative review and approval. If the arrangement requires a payment from the University, the contract proposal must be submitted with a completed purchase order.

2. If the contract proposal is for a purchase of technology software or hardware, the contract should be submitted to Fouad Yatim, Associate Chief Information Officer, for his review before step three (3) below.

3. If the contract proposal and accompanying purchase order are approved by the above referenced individual(s), it is the responsibility of the initiating employee to obtain original signatures of the outside party’s authorized representative on two (2) copies of the contract. When returned, both originally-signed contracts and purchase order, if applicable, must be submitted to the Vice President/Treasurer for signature on behalf of the University.

4. The Vice President/Treasurer will submit the contract proposal to the Office of the General Counsel if further review is required.

5. If the Office of the General Counsel (“OGC”) determines that modifications to the contract are required, OGC will request that the initiating employee obtain a copy of the contract in Word and submit it to OGC. Therefore, the initiating employee may want to obtain a Word version of the contract earlier in the process to prevent delays. Similarly, if the outside party is refusing to agree to any provision(s) in the University’s standard agreement, OGC will review and consider the requested change. When the terms of the modified agreement are agreed upon, it is the employee’s responsibility to obtain original signatures of the outside party’s authorized representative on two (2) copies of the contract. When returned, both originally signed copies must be returned to OGC, which will submit the contracts for signature to the Vice President/Treasurer for signature on behalf of the University.

6. The Office of the Vice President/Treasurer will countersign the contract and the purchase order, if applicable, make a copy for the VP’s records and return the two (2) original copies to the initiating employee. The initiating employee will then be responsible for sending an original copy of the contract back to the outside party, maintaining an original in his/her files, and submitting a photocopy to the Business Office, along with the associated purchase order, if applicable.

**Responsibilities of Employees Initiating Contract Proposals**

The employee initiating the contract for the University is responsible for determining that:

- the contract proposal is consistent with the University’s mission;
- the contract proposal is in the best interests of the University;
- the contract proposal constitutes a planned and budgeted expense (unless otherwise approved by the appropriate Vice President or Dean in consultation with the Director of Budget and Risk Management);
- he or she can ensure compliance with the obligations that the contract proposal places on the University, including tracking renewal dates and obligations to provide notice of non-renewal/termination.
**Competitive Bidding**

All contractual goods or services valued at $25,000 or more in the aggregate should be competitively bid. Employees should obtain at least 3 bids and select the most cost effective and capable provider. All single source procurements over $25,000 must have a written justification attached to the purchase order.

Employees are encouraged to contact the Office of the General Counsel for assistance in developing a request for proposal or request for information.

**Negotiation**

Employees should seek assistance from the Office of the General Counsel when negotiating terms of a contract proposal. Terms may include scope of services, indemnification or other elements of an engagement with an outside party.

**Risk Management Review**

If a contract proposal involves special risk management issues or requires proof of insurance, the initiating employee should contact the Risk Manager before submitting the contract proposal to the Vice President/Treasurer.

Special risk management issues may include, but are not limited to: foreign and domestic travel, including travel by automobile, bus, etc., high risk activities (i.e. athletic activities, marine-based activities), or activities involving minors.

**Renewing a Contract**

In the event that an employee wishes to renew an existing contract, it is the responsibility of the initiating employee to follow the contract procedures described above well in advance of the renewal date. This applies even if an employee is otherwise satisfied with the terms of the engagement.

**Terminating a Contract**

In the event that an employee wishes to discontinue services provided under an existing contract before the contract term expires, the employee must contact the Office of the General Counsel before undertaking any steps to end the relationship with the outside party.

Questions relative to contract procedures should be directed to Sheila McGarry, Office of the General Counsel, extension 4117.

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