

## Authority to Execute University Contracts

### Introduction

the chief executive and administrative officer of the University, and assign to the President the conveyance in interests in real

(University Bylaws, Section 2.) The Bylaws also permit the President to delegate the power to execute contracts to the Treasurer or to other officers or administrative officials of the University.

This Policy outlines the scope of contracting authority delegated by the President to various University officers and officials in order to aid in the orderly administration of the University. Unless the power to execute contracts is delegated by the President through this Policy or otherwise as outlined below, no University faculty member, employee or any operating is authorized to bind the University, under the terms of a contract. Questions concerning the scope, application and interpretation of this Policy should be addressed to the Executive Vice President or the General Counsel of the University.

### Purpose

This Policy is promulgated to identify those University officials empowered to execute authorized contracts on behalf of the University and to define the scope of such power. This Policy does not limit in any way the ultimate, and in some cases exclusive, power of the Board of Trustees of the University to authorize actions to be taken by vote or unanimous consent pursuant to Section 12 of the Bylaws.

This Policy describes the authority of University officials to execute a contract, which is distinct from whether a contract may require internal review and approval by other University officials. Accordingly, this Policy does not limit the administrative powers of officers of the University to establish operating procedures or requirements relating to the review, approval and management of contracts within their area of administration. Questions concerning such procedures should be addressed to leadership of the applicable administrative unit.

### Definitions

When used in this Policy, the following terms shall have the meanings ascribed to them below:

**A Contract** is an agreement, regardless of form, between the University (acting in its own name or through any operating unit) and one or more parties, or an instrument delivered by the University to another entity, intended to have binding legal effect. Contracts may include, without limitation, letter agreements, so-

authorization with respect to any particular contract terms that require internal review and approval by other University officials. As discussed in Section 5 of this Policy, it is the responsibility of any University official having signature authority pursuant to this Policy to confirm that any internal approvals required under this Policy, other University policies and procedures, or the protocols of any University operating unit have been obtained prior to

intellectual property, and investment subscription agreements and certifications; as well as all contracts pertaining to gift annuities, procurement of goods, insurance, accounting, auditing and other management consulting and indep



University Bylaws, this Policy or such further delegation approved by the President, no other University employees have authority to bind the University in contract.

#### 5. Internal Oversight.

Prior to executing the contract, any employee of the University who executes a contract is responsible and accountable for ensuring that:

- a. He or she has signature authority pursuant to this Policy or any further delegation made pursuant to this Policy;
- b. All required institutional review and approval of the terms of any particular contract has been obtained before any commitment is made, and in the event the contract will be managed by an administrative unit that does not report to the signatory, the signatory has identified and confirmed with the administrative unit regarding its responsibility for contract oversight and management;
- c. If legal review is required as set forth below in this Policy or by other University policies and procedures, the transaction, proposal or agreement includes the provisions recommended by the Office of the General Counsel;
- d. Funds for the transaction have been allocated or are otherwise available within regularly approved budgets, special appropriations, or restricted or designated accounts;
- e. There is no real or apparent conflict of interest on the part of the approving individual or any other individual or administrative unit involved in the transaction, or, where a real or apparent conflict of interest does exist, the issues have been resolved prior to entering into the transaction or contract as provided for by the

is not required, including, without limitation, circumstances in which the form of contract has been reviewed previously by the Office:

Any contract in which a third party will use, store or have access to confidential data or personal information (such as information that could be used to identify Boston College students, employees and alumni).

Any contract purporting to license the use of any name or trademark of Boston College, with the exception of apparel licensing authorized by the Director of Athletics or an authorized agent acting on behalf of the Athletics Department.

Any contract purporting to impose obligations on multiple operating units of the University.

Any contract involving a contract amount in excess of \$1,000,000 or a contract term in excess of five years.

Any contract exceeding the limited authority of any University officers under section 3 above.

Any contract requiring the University to insure or indemnify a third party.

Any contract with a non-U.S. citizen, entity or any other party which is based outside the United States or otherwise acting on behalf of a non-U.S. citizen or entity, and any contract providing for the shipment or relocation of Boston College property, technologies or data to a location outside of the United States.

Approved: William P. Leahy, S.J.

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