

UNIVERSITY OF GEORGIA

CONTRACT APPROVAL AND EXECUTION POLICY

I. Purpose

To define those officials of the University of Georgia ("University") who are authorized to execute contracts on behalf of the University and to describe the procedure for review and approval of contracts prior to execution.

II. Application

This policy applies to all faculty, staff, employees, students, and departments of the University. It does not apply to cooperative organizations or independent student organizations. It does not apply to contracts that are reserved to the Board of Regents or the Chancellor by Board of Regents policy or to those contracts for the purchase or lease of goods and services that are delegated to the Procurement Office by the Georgia Department of Administrative Services.

III. Policy

Contracts binding on the University may only be signed by an individual delegated in writing the authority to sign such contract in compliance with this policy and Board of Regents policies. "Contract" means any contract, agreement, memorandum of understanding, memorandum of agreement, letter of intent, or other written or electronic document, or renewal of or amendment to such document that commits the funds, personnel, facilities, equipment, property, or other resources of the University.

IV. Delegation

Contracts necessary for the daily operation of the University may be executed by the President or the President's designee. Consistent with this policy, the following officials are authorized to execute contracts as described below:

- A. The President is authorized to execute all contracts necessary for the operation of the University except those expressly required to be executed by the Board of Regents. The President must execute employee consulting agreements within the University System of Georgia and faculty employment contracts.
- B. The Senior Vice President for Academic Affairs and Provost serves as the President's delegated signatory in the President's absence and is authorized to execute and subdelegate the execution of all agreements necessary for the operation of the University other than those reserved to

the President. Signature authority is currently delegated as shown in the table attached hereto as Exhibit 1. The table, as it may be modified from time-to-time, is posted on the Office of Legal Affairs website.

- C. If the written delegation of authority to execute contracts so permits, the authorized officials may sub-delegate authority to execute contracts to other officers or individuals in writing. A copy of the subdelegation must be provided to the Office of Legal Affairs.

V. Approval and Execution of Contracts

Only an authorized official may execute a contract on behalf of the University. Contracts signed by any individual who does not have documented signature authority are not binding on the University, but may subject the individual who signed without authority to personal liability.

- A. Before being executed by a designated University official, a contract binding the University should usually be reviewed and approved by other individuals. Generally, a contract requires review and approval of the following individuals (or their documented designees):
 - 1. The University employee initiating the contract
 - 2. The Department or Division Head
 - 3. The Dean or Director, and
 - 4. The Office of Legal Affairs, or
 - 5. For contracts signed in the Office of the Vice President for Research ("OVPR"), the OVPR Legal Advisor or other designated OVPR employee
- B. The University employee initiating the contract, Department or Division Head, and Dean or Director are responsible for reviewing a contract to confirm each of the following:
 - 1. The language is accurate and complete and reflects the current state of negotiations; no additional understandings exist but are not included in the contract; all exhibits are attached; and the Department or Division is willing and able to comply with the terms.
 - 2. The contract is appropriate to the University's mission, complies with applicable University System and University policies, meets programmatic and operational needs, and the unit can furnish the services, materials, or funds required.
 - 3. Alternative activities, actions, or providers have been considered and those designated in the contract represent the most feasible and reasonable alternatives.
 - 4. The contract is sufficiently clear, consistent, and fiscally prudent.
 - 5. No conflicts of interest exist or any potential or actual conflicts of interest have been reported and managed according to University policy.
- C. The Office for Legal Affairs or OVPR Legal Advisor or other designated

OVPR employee is responsible for the following:

1. Identifying and advising the initiating unit and appropriate University officials of significant potential liability or risk.
 2. Determining that the terms of the contract comply with Board of Regents and University policies and applicable federal, state and local laws, rules and regulations.
- D. For contracts reviewed by the Office of Legal Affairs, approval should be indicated by initialing the routing slip attached hereto as Exhibit 2 and posted on the Office of Legal Affairs website. The checklist attached hereto as Exhibit 3 is helpful, but not mandatory.
- E. The University official executing a contract is responsible for determining, prior to signing a contract, the following:
1. All appropriate reviews and approvals are documented.
 2. The contract is appropriate and necessary to the University's mission and priorities and is not in conflict with the needs, mission, or priorities of any other division within the University.

By signing a duly approved contract, the authorized University official obligates the University to the contract's terms.

VI. Contract Retention

The University complies with the records retention guidelines published by the Board of Regents of the University System of Georgia. These guidelines may be viewed at the website for the Board of Regents. In accordance with these specific retention requirements, each unit should maintain a final, fully-executed copy of all contracts initiated by that unit. Each unit is responsible for complying with any contract provisions addressing document retention, even if those provisions require longer retention periods than the guidelines published by the Board of Regents. Each unit should also provide a copy of the fully executed contract to the Office of Legal Affairs or to the OVPR Legal Advisor or designated OVPR employee, as applicable.

VII. Contract Administration

Unless otherwise provided by University policy, the initiating unit is primarily responsible for monitoring and carrying out the University's obligations under a contract. Failure to monitor contract requirements may expose the unit or University to financial loss, legal actions, and claims of breach of contract or default. Any questions about these matters or this policy should be brought to the attention of the Office of Legal Affairs or OVPR Legal Advisor.

EXHIBIT 1

UNIVERSITY OF GEORGIA

DELEGATED CONTRACT SIGNATURE AUTHORITY

To the extent permitted by the Contract Approval and Execution Policy and subject to the required reviews and approvals, the following authority to execute contracts has been delegated by the President. This table may not be comprehensive or current. To confirm authority, refer to the applicable delegation letter.

President	<ul style="list-style-type: none">• Employee consulting agreements between USG institutions (per O.C.G.A. § 45-10-25(a)(8))• Faculty employment contracts
Sr. VP for Academic Affairs and Provost	<ul style="list-style-type: none">• All contracts not reserved to the President• President's signatory in absence of President• Signature authority may be subdelegated.
VP for Finance and Administration	<ul style="list-style-type: none">• Trust agreements in amounts not to exceed \$250,000• Agreements and instruments related to real estate and other property transactions, construction, investments, banking services, and other operations of Finance and Administration• Settlement agreements with a monetary commitment not to exceed \$100,000• Agreements and instruments of cooperation with local governments with annual expenditures not to exceed \$1,000,000 and a term not to exceed five years• Signature authority may be subdelegated.
VP for Public Affairs	<ul style="list-style-type: none">• Movie and video production location agreements• Broadcast and publication agreements for University-produced media• Music performance and rebroadcast agreements• Copyright license and permissions agreements

VP for Research	<ul style="list-style-type: none"> • Contracts and other instruments related to sponsored projects and the research enterprise including contract and grant agreements, subcontracts, intellectual property license agreements, nondisclosure and confidentiality agreements, material transfer agreements, and sales and service agreements • Signature authority may be subdelegated for sponsored agreements, subcontracts from University of Georgia Research Foundation, nondisclosure agreements, material transfer agreements, data use agreements, unfunded research collaboration agreements, testing agreements, and in-licensing agreements.
VP for Public Service and Outreach	Sponsored public service agreements
VP for Student Affairs	Contracts obligating up to \$2,499 for special events, performances, concerts, speakers, and similar programs
Vice Presidents/ Directors/Deans	<ul style="list-style-type: none"> • Contracts with annual expenditures or income of less than \$100,000 • Settlement agreements with a monetary commitment not to exceed \$100,000 • Academic experiential affiliation agreements
Assoc. Provost & University Librarian	Contracts for purchase of manuscripts, maps, books, pamphlets, and periodicals for Library use
Assoc. Provost for International Education	International cooperative agreements
Director, Georgia Museum of Art	<ul style="list-style-type: none"> • Contracts to borrow or loan art works • Permissions and copyright license agreements
Director, UGA Press	<ul style="list-style-type: none"> • Publishing and distribution agreements • Permissions and copyright license agreements
Editor, Georgia Review	<ul style="list-style-type: none"> • Publishing and distribution agreements • Permissions and copyright license agreements
Director Georgia Center; Director Tifton Campus Conference Center	Agreements for conferences and events

EXHIBIT 2

CONTRACT ROUTING SLIP

(Please staple to material)

Contact Name: _____

Point of Origination: _____

(Please fill in office, department, etc.)

Description of Letter/Document, including name of party with whom University is contracting:

(Please denote review and approval of action requested by initialing appropriate line):

Faculty/Staff: _____ Date _____

Dept./Division Head: _____ Date _____

Director/Dean: _____ Date _____

Office of Legal Affairs: _____ Date _____

Other: _____ Date _____

(Please transmit to _____ and indicate desired action):

1) For approval _____

2) For information only _____

3) Signature (document) _____

4) Signature (letters and forms) _____

COMMENTS: Return signed copy to:

(Please Print This Form on Blue Paper)

EXHIBIT 3

It is recommended that the requesting department complete as many of the items in the checklist as possible. The Office of Legal Affairs (OLA) is ready to help you, so feel free to contact us with any questions. If the contract is in a form which has been pre-approved by OLA and no modifications have been made, check here. ☐

CHECKLIST		
REQUIREMENT	DESCRIPTION	CERTIFIED COMPLETE BY: (PLEASE INITIAL)
Contract, Exhibits, and Appendices	The contract and all documents incorporated by reference in the contract, including exhibits and appendices, are attached. All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligation under this contract.	
Contracting Party	The name of the contracting party is stated as the "Board of Regents of the University System of Georgia by and on behalf of the University of Georgia."	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) contact person, and execution authority of the representative of the other party are included.	
Understanding	The written contract matches the verbal understanding of all parties. All terms and conditions conform with the final negotiations/agreement of the parties. No supplementary verbal or written agreements were made.	
Competition/Conflicts with Existing Contracts/ Compliance	The contract does not conflict with any other contracts, promises, obligations, or the mission of the University. The requesting department verifies the University can comply with all terms and conditions and that those carrying the contract can meet the terms of the contract (e.g., the work can be completed, it can be completed according to any time limits provided in the contract, we will be able to hire the personnel specified in the contract, etc.).	
Conflicts of Interest	The other party is not a public official or an employee of the University, the Board of Regents, or another University System institution. The other party is not an entity in which a UGA employee or a member of UGA employee's family is sole proprietor, partner, or owns 25% or more of the stock or assets.	
Conditions or Obligations	If the contract contains any conditions or obligations, "triggering" event(s) are clearly defined.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been/will be obtained.	

Procurement	The appropriate procurement officer has been consulted regarding the purchase of goods or services being acquired under the contract, to confirm that all applicable procurement rules and regulations have been followed.	
Warranties/Guarantees	Warranties or guarantees from the other party give satisfactory protection.	
Insurance	The department is agreeable to any insurance clause(s). The Office of Legal Affairs must approve any insurance clauses.	
Governing Law Jurisdiction	The contract does not permit any legal action to be taken in any other state or country or apply the law of another state or country. The contract does not permit legal action to be taken in federal court.	
University Logo	If the contract allows the other party to use the University's name, logo, or other trademark associated with the University of Georgia, the use has been approved by the appropriate University official.	
Intellectual Property	All intellectual property issues (copyright, trademark, patent) have been addressed.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law or by a court of law. If not applicable, indicate "n/a." All nondisclosure or confidentiality provisions must be approved by the Office of Legal Affairs.	
Printed/Typed Names	The names of all persons signing the contract are printed or typed below the signature.	
Signature Authority	The person signing the contract on behalf of the University is authorized to do so.	
Total Cost Involved	The contract involves \$_____ [to] [from] (circle one) the University. Provisions for payments to or from the University are clear.	
Default	The contract provides for events of default for each party. The events of default are described with clarity and specificity. There are provisions for notification of default and a method to cure any default by the University.	
Termination Clause	The contract includes a termination clause that provides the University with a way legally to end the contract earlier than the specified date and set out acceptable terms for such termination. If the contract includes a termination clause for the other party, the terms are acceptable to the University.	
Authorization	Commitments have been obtained from the proper administrators for all resources to be provided by the University.	
Payment	All University funds committed by this agreement are to be paid in the current fiscal year or are on hand and may be committed for payments in future fiscal years. The contract clearly established place, time, and method of payment.	

Unrelated Business Income Tax	If the contract involves any payment to the University, the issue of Unrelated Business Income Tax (UBIT) has been reviewed by the Controller's Office.	
Prohibited Provisions	<p>All prohibited provisions have been deleted or modified. Any of the following must be deleted or reviewed by the Office of Legal Affairs:</p> <p>Indemnification. The University may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, or losses incurred by that party in connection with the contract.</p> <p>Liability Limitations/Waiver of Claims. The contract does not limit the other party's liability or waive claims.</p> <p>Statute of Limitations. The contract does not attempt to limit the time frame in which the University can file a lawsuit.</p> <p>Term of Contract. Starting and ending dates of the contract are included and clearly defined.</p> <p>Automatic Renewal. The contract does not provide for automatic renewal.</p> <p>Warranties/Guarantees. There are no warranties or statements guaranteeing satisfaction from the University.</p> <p>Defense of Suit. Contract does not provide for anyone other than the Georgia Attorney General to represent or defend University in a legal action and does not allow the other party to control the defense of any legal action.</p> <p>Waiver of Jury Trial. The contract does not waive the right to a trial by jury.</p> <p>Confidentiality. The contract does not provide that its terms are confidential.</p> <p>Interest, Penalties, Late Fees. The contract does not provide for payment of interest, penalties, or late fees.</p> <p>Arbitration/Mediation. The contract does not contain any provisions pertaining to arbitration or mediation.</p> <p>Non-solicitation of the other party's employees. The contract does not restrict the University from soliciting or hiring the other party's employees.</p> <p>Payment of taxes or reimbursement for taxes. The contract does not require the University to pay or reimburse the other party for taxes.</p> <p>Security interest/UCC-1 document. The contract does not allow the other party to file a UCC-1 filing statement or otherwise give the other party a security interest in University property.</p>	

CERTIFICATION OF REQUESTING PARTY

I have read this contract entirely. I am satisfied with its description of the goods and/or services to be provided to the University (including, for example, warranties, delivery terms, acceptance period, and maintenance terms). I am also satisfied with the description of the University's obligations (including, for example, scope of work, payment due dates, insurance, and confidentiality requirements) and all other provisions of this contract, except as noted in any attached memorandum. A memorandum [is], [is not], (circle one) attached.

Signature

Name

Date

Title