

## Authority to Execute University Contracts

### Introduction

The Bylaws of the Trustees of Boston College (the “University”) identify the President as the chief executive and administrative officer of the University, and assign to the President the power to “sign and execute all authorized contracts, instruments of conveyance in interests in real and personal property, bonds, mortgages, notes or other securities in the name of the University.” (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 or employee is authorized to bind the University, or any operating unit, department, or “center” of 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, nor does it limit the administrative powers of officers of the University to establish operating procedures relating to the review and approval of proposed contracts within their area of administration.

### 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-called memoranda of understanding, letters of intent, offers proposed for acceptance by the University or another party, purchase orders, and renewals or modifications of existing contracts. Contracts shall also include, for purposes of this Policy, renewals or modifications of existing contracts, certifications, filings and other instruments executed and delivered in connection with a contract or in connection with any legal or regulatory requirements.

***Signature Authority*** is the power, delegated by the President pursuant to this Policy, to execute contracts and thereby legally bind the University. Signature authority is distinct from specific “internal” authorization with respect to any particular contract, and it is therefore the responsibility of any University officers having signature authority pursuant to this Policy to obtain any internal approvals required under this Policy, other University policies and procedures, or the protocols of any University operating unit prior to executing a particular contract.

***Contract Amount***, where applicable, is determined by projecting the expenditures or revenues of the University contemplated under a contract over the entire contract term, as defined below.

***(Contract) Subject Matter*** shall be determined with reference to the nature of products, services or agreements provided by or to the University under a proposed contract, and not the University unit or division that will benefit from such goods, services or other agreement. Thus, for example, a software development agreement to provide the University with a database program for use in social science research shall be deemed within the subject matter authority of the Vice President of Information Technology, not the Dean of any School or College of the University that may require such database. All University employees should consult with the Office of the General Counsel in the event there is any question concerning the subject matter of any proposed contract.

***Contract Term*** shall refer to the duration of the essential obligations of the University under a contract, excluding any provisions that may survive the termination, such as confidentiality or indemnity obligations. All extension or renewal periods provided for in a contract shall be included in the contract term for purposes of this Policy in all instances where such extensions or renewals are automatic, or require notice of non-renewal by either party to be avoided.

## Policy on Authority to Execute University Contracts

### 1. General.

No University employee may execute a contract on behalf of the University unless signature authority is delegated to them under this Policy with respect to the (i) subject matter, (ii) contract term and (iii) contract amount.

### 2. Authority Unlimited as to Contract Amount and Contract Term.

Three University officers signature authority in any contract amount and for any contract term, but only with respect to subject matters falling within the scope of their responsibilities, as outlined below:

- The ***Executive Vice President*** shall have the authority to sign all contracts, regardless of the contract amount and the contract term, having a subject matter relating to the following University operations: facilities, information technology, finance, human resources and student affairs, including without limitation, any specific categories of contracts identified below as within the signature authority of the Financial Vice President and Treasurer, and the Vice Presidents of Human Resources, Student Affairs, Information Technology Services and Facilities Management.
- The ***Financial Vice President and Treasurer*** shall have the authority to sign all contracts, regardless of the contract amount and the contract term, pertaining to the acquisition, investment, custody, management, financing, sale and government regulation of University assets, including, without limitation, duly authorized offers to purchase, purchase and sale agreements, deeds, promissory notes, mortgages, security and loan agreements, leases of real estate or equipment, stock acquisition and shareholder agreements, contracts related to licensing and disposition of 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 independent contractor services and regulatory compliance, including taxation.
- The ***Provost and Dean of Faculties*** has the power to sign all contracts relating to the academic affairs of the University, and the compliance thereof with applicable governmental regulation, regardless of the contract amount and the contract term, including, without limitation, all faculty contracts, all contracts relating to sponsored programs, intellectual property management, research compliance and human subject research, and all contracts relating to student or faculty exchanges with other institutions.

### 3. Limited Authority.

The following University officers and officials shall have signature authority within a specified contract amount and contract term, and pertaining to subject matters within their respective scope of employment by the University, as more particularly enumerated below. Any contract proposed by such officers not falling within the limitations enumerated below shall require the signature of the appropriate University officer having authority under paragraph 2 above, or, in the event the proposed contract falls outside the authority outlined in paragraph 2, the President. Nothing in this Policy shall be construed to limit the authority of any of the University officers identified in paragraph 2 above from establishing procedures for the substantive review and approval of contracts coming within the scope of their authority.

- ***Senior Vice President, University Advancement:*** All gift agreements in any contract amount or contract term. In addition, contracts for services relating to alumni events and activities, contracts for consulting and other services related to advancement and alumni relations, including employment search contracts, in contract amounts not to exceed \$1,000,000 and for contract terms not to exceed two years.
- ***Vice President, Human Resources:*** Non-faculty employment contracts, employment search contracts, temporary employment agency contracts, consulting services contracts, agreements concerning termination and severance, contracts for the hiring of independent contractors, in contract amounts not to exceed \$1,000,000 and for contract terms not to exceed five years.
- ***Vice President, Student Affairs and Vice President for University Mission and Ministry:*** Contracts for services related to student events and programs in contract amounts not to exceed \$1,000,000 and for a contract terms not to exceed one year.
- ***Vice President, Information Technology Services:*** Contracts for hardware procurement, consulting services, software development services, and software and systems maintenance contracts in contract amounts not to exceed \$5,000,000 and for contract terms not to exceed five years; as well as software licensing contracts in contract amounts not to exceed \$5,000,000 and for contract terms not to exceed five years.

- *Vice President, Facilities Services:* Contracts for facilities planning, design and construction services, construction cost estimating services, services pertaining to environmental assessments and response actions, and facilities maintenance services, in contract amounts not to exceed \$50,000,000 and for contract terms not to exceed two years.
- *Deans of Schools and Colleges:* Academic affiliation agreements, clinical programs and practicum agreements, agreements for consulting services in contract amounts not to exceed \$1,000,000 and for contract terms not to exceed five years.
- *University Librarian:* Licensing agreements for data bases and other library materials and inter-institution and consortium agreements in contract amounts not to exceed \$1,000,000 and for contract terms not to exceed five years.
- *Vice Provost for Research:* All contracts relating to sponsored research, intellectual property management and research compliance, in contract amounts not to exceed \$2,000,000 and for contract terms not to exceed five years.
- *Director, Procurement Services:* Contracts for the purchase of goods and services, including contracts for the services of independent contractors and consultants, in contract amounts not to exceed \$5,000,000 and for contract terms not to exceed five years.
- *Director of Athletics:* Contracts of employment for coaching staff, sponsorship agreements, media agreements, agreements pertaining to athletic conferences and contests, agency agreements pertaining to merchandise licensing and athletics sponsorship, and licensing of University marks for related purposes, in contract amounts not to exceed \$25,000,000 and for contract terms not to exceed five years.
- *General Counsel:* Settlement agreements, mortgage discharges, settlement statements and other customary certifications delivered in connection with conveyances in contract amounts not to exceed \$1,000,000 and for contract terms not to exceed two years.

#### 4. Further Delegation of Authority.

Further delegation of signature authority may be made with the written approval of the President, following an initial review and evaluation of requests by the Executive Vice President and the General Counsel. Unless specifically authorized by the 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.

Any employee of the University who executes any 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;
- c. Where appropriate, the transaction, proposal or agreement includes the appropriate standard provisions recommended by University 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 organization 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 *University Professional Standards and Business Conduct Policy* or by the *University Trustee Conflict of Interest Policy*;
- f. All applicable University requirements concerning competitive bidding have been satisfied; and
- g. Where a contract retains service providers or consultants as independent contractors, such classification has been reviewed and approved by Human Resources, in consultation with the University General Counsel.

6. Legal Review.

While all University officers are encouraged to seek the review of any proposed contract by the Office of the General Counsel, such review shall be required prior to contract execution in the following cases:

- Any contract in which confidential data or personal data is to be provided to any third party.
- 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 bind multiple operating units of the University.
- Any contract involving a contract amount in excess of \$1,000,000.
- Any contract exceeding the limited authority of any University officers under section 3 above.
- Any contract requiring the University to maintain insurance and/or imposing indemnification obligations on the University.

Approved: William P. Leahy, S.J.

Date: April 12, 2012