

## SIGNATURE AUTHORITY & DELEGATION POLICY

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### I. Policy Statement

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Only authorized individuals may legally bind the University or obligate University resources.

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### II. Reason for Policy/Purpose

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The University has an obligation to be a responsible steward of the resources entrusted to it. The purpose of this policy is to safeguard University resources and to minimize the University's financial, legal, operational, and compliance-related risks by establishing the authority and responsibilities of University employees with regard to reviewing and executing contracts and other written documents on behalf of the University.

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### III. Applicability

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This policy applies to all Contracts and other written instruments that obligate the University to commit financial or other institutional resources to any third party.

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### IV. Definitions

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**Construction Contract:** A written agreement for the design or construction of improvements to real property, including Contracts with contractors, general contractors, construction managers, architects, engineers, landscape architects, etc., including change orders and construction change directives.

**Contract:** A written agreement between the University and one or more third parties that is binding and enforceable, such as an agreement under which the University purchases, leases, or acquires goods, services, or personal property or obligates University time and/or resources, including, but not limited to, funding, personnel, office, laboratory and classroom facilities and equipment. The term Contract includes Construction Contracts, Gift Agreements, Intellectual Property Agreements, Intergovernmental Agreements, Material Transfer Agreements, Non-Disclosure Agreements, Real Estate Agreements, and Sponsored Project Agreements.

**Conveyance Instrument:** A written instrument conveying a fee interest in real property, including deeds and acknowledgements or acceptances of deeds.

**Gift Agreement:** A written agreement between the University and a donor that documents the terms and conditions of a philanthropic gift to the University.

**Intellectual Property Agreement:** A written agreement that grants a license or an option or assigns an interest in intellectual property, which may include provisions regarding royalty distributions or transfer of equity interests to the University. The term Intellectual Property Agreement also includes, but is not limited to, royalty distribution agreements, collaborative research agreements, agreements for accepting equity in companies that have licensed PSU intellectual property, powers of attorney for patent prosecution, and documents required by the USPTO related to patent applications.

**Material Transfer Agreement:** A written agreement for the transfer of tangible material in connection with research, including research tools, biological materials, prototypes, etc.

**Memorandum of Understanding (MOU):** A written document between the University and one or more third parties which is not legally enforceable by either party. MOUs often express an intent to work together toward a common goal or interest. An MOU must contain a clause substantially similar to the following: “Nothing in this agreement creates any legally binding obligation on either party. This agreement cannot be enforced by any court or tribunal. Nothing in this agreement is to be construed to give rise to any claim, for damages or otherwise, against any party.”

**Non-Disclosure Agreement (NDA):** A written agreement between the University and one or more third parties, which outlines confidential material, knowledge or information that the parties wish to share and which the parties agree not to disclose to third parties. An NDA is sometimes referred to as a confidentiality agreement (CA), a confidential disclosure agreement (CDA), a proprietary information agreement (PIA), a confidential information agreement (CIA), or similar title.

**Real Estate Agreement:** A written agreement for the lease, acquisition, or disposition of any interest in real property or improvements to real property, including leases, purchase and sale agreements, options to purchase, easements, etc.

**Signature Authority:** The legal right to execute contracts and other written instruments in the name of and on behalf of the University and to bind the University to an obligation or promise.

**Sponsored Project Agreement:** A written agreement providing funds from a sponsor to a recipient to support a defined scope of work for research or other scholarly activity, including grants, contracts, cooperative agreements, acceptances of awards, and subawards issued by the University under a sponsored grant or contract. The term Sponsored Project Agreement includes Non-Disclosure Agreements (NDAs) that arise in the context of research, Material Transfer Agreements, and certifications or assurances by the University related to research grants, proposals, acceptances of awards, and contracts.

**Sponsored Project Proposal:** A written application, proposal, or bid for funding from an external sponsor for a specific project. Proposals may include certifications and assurances by University related to research grants, proposals, and contracts.

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## **V. Policy**

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### **1.0 General Statement of Policy**

- 1.1 The University officials designated by this Policy are authorized to execute Contracts and other written instruments on behalf of the University. Any Contract executed by a person not authorized to do so by this Policy is not binding on the University.
- 1.2 An employee who signs a Contract that he or she is not authorized to sign is acting outside the scope of his or her employment and may be personally liable for any resulting liability or obligation.
- 1.3 Employees executing contracts and other written instruments on behalf of the University are responsible for assuring that they have authority to act on behalf of the University and that such authority is exercised in compliance with applicable conditions, restrictions and guidelines.
- 1.4 The exercise of signature authority provided by this Policy is subject to all applicable laws and regulations and to any special instructions or guidelines issued by the Vice President of Finance and Administration, Executive Director for Financial Services and Controller, and/or General Counsel.

### **2.0 Delegation by Position**

- 2.1 Subject to the review requirements set forth in Section 3.0, the following positions are delegated authority to execute Contracts and other written instruments, subject to the scope of authority defined for each position. Persons in an interim position have the signature authority of that position. Persons in an acting position have the signature authority of that position if a Special Delegation of Signature Authority is signed by the Vice President of Finance and Administration in accordance with Section 4.0.
- 2.2 The Vice President of Finance and Administration may amend this Policy by revising the Contract Authority Chart below from time to time. Revisions to the Contract Authority Chart are not required to be made through the process outlined in the Policy on Policies. The effective date of any revision to the Contract Authority Chart is to be noted in Section X below.
- 2.3 All previous delegations of authority are superseded.

# CONTRACT AUTHORITY CHART

## President's Office

President	<ul style="list-style-type: none"> <li>• Full signature authority</li> </ul>
General Counsel	<ul style="list-style-type: none"> <li>• Settlement Agreements</li> <li>• Contracts for the provision of legal services</li> </ul>

## Finance and Administration

Vice President	<ul style="list-style-type: none"> <li>• Full signature authority</li> </ul>
Executive Director for Financial Services and Controller	<ul style="list-style-type: none"> <li>• All Contracts, except Sponsored Project Agreements</li> <li>• All MOUs</li> </ul>
Director, Office of Contracting and Procurement Services	<ul style="list-style-type: none"> <li>• All Contracts with a value up to \$1,000,000, except: <i>Sponsored Project Agreements, Sponsored Project Proposals, Intellectual Property Agreements, Gift Agreements, Settlement Agreements and Real Estate Agreements</i></li> <li>• All MOUs</li> </ul>
Assistant Director, Office of Contracting and Procurement Services	<ul style="list-style-type: none"> <li>• All Contracts with a value up to \$750,000, except: <i>Sponsored Project Agreements, Sponsored Project Proposals, Intellectual Property Agreements, Gift Agreements, Settlement Agreements and Real Estate Agreements</i></li> <li>• All MOUs</li> </ul>
Construction Contracts Supervisor, Office of Contracting and Procurement Services	<ul style="list-style-type: none"> <li>• Construction Contracts with a value up to \$750,000.</li> </ul>
Contract Officers, Office of Contracting and Procurement Services	<ul style="list-style-type: none"> <li>• All Contracts with a value up to \$500,000, except: <i>Sponsored Project Agreements, Sponsored Project Proposals, Intellectual Property Agreements, Gift Agreements, Settlement Agreements, Construction Contracts and Real Estate Agreements</i></li> <li>• All MOUs</li> </ul>
Director, Housing and Residence Life  Assistant Director, Administrative Operations and Outreach  Senior Manager, Conference & Events  Director, Student Union Campus Events  Conference Center Manager	<ul style="list-style-type: none"> <li>• Contracts related to events conferences, in a form approved by the Office of General Counsel, with a value up to \$100,000.</li> </ul>

Manager, Hospitality Revenue & Sales	
Associate Vice President of Human Resources	<ul style="list-style-type: none"> <li>• All Employment Agreements</li> <li>• Agreements settling union grievances</li> </ul>
<b>Research &amp; Strategic Partnerships</b>	
Vice President	<ul style="list-style-type: none"> <li>• All Sponsored Project Agreements</li> <li>• All Sponsored Project Proposals</li> <li>• MOUs related to research, sponsored projects, or partnerships</li> <li>• NDAs related to research or sponsored projects</li> <li>• Intellectual Property Agreements</li> </ul>
Associate Vice President for Research Assistant Vice President for Research	<ul style="list-style-type: none"> <li>• All Sponsored Project Agreements</li> <li>• All Sponsored Project Proposals</li> <li>• MOUs related to research or sponsored projects</li> <li>• NDAs related to research or sponsored projects</li> </ul>
Director, Sponsored Projects Administration	<ul style="list-style-type: none"> <li>• Sponsored Project Agreements with an obligation up to \$1,000,000</li> <li>• All Sponsored Project Proposals</li> <li>• MOUs related to sponsored projects</li> <li>• NDAs related to sponsored projects</li> </ul>
Associate Director, Sponsored Projects Administration	<ul style="list-style-type: none"> <li>• Sponsored Project Agreements with an obligation up to \$750,000</li> <li>• All Sponsored Project Proposals</li> <li>• MOUs related to sponsored projects</li> <li>• NDAs related to sponsored projects</li> </ul>
Grants and Agreements Officers, Sponsored Projects Administration	<ul style="list-style-type: none"> <li>• Sponsored Project Agreements with an obligation up to \$500,000</li> <li>• All Sponsored Project Proposals</li> <li>• MOUs related to research</li> </ul>
Grants and Agreements Analysts, Sponsored Projects Administration	<ul style="list-style-type: none"> <li>• All Sponsored Project Proposals</li> </ul>
Director, Innovation and Intellectual Property	<ul style="list-style-type: none"> <li>• Intellectual Property Agreements</li> <li>• Sponsored Project Agreements with industry partners or that involve intellectual property with an obligation up to \$1,000,000</li> <li>• University Venture Development Fund Disbursement Agreements</li> <li>• Non-Disclosure Agreements</li> <li>• Material Transfer Agreements</li> </ul>
<b>Academic Affairs</b>	
Provost	<ul style="list-style-type: none"> <li>• Employment Agreements with faculty</li> <li>• All MOUs</li> </ul>

Deans	<ul style="list-style-type: none"> <li>• Employment Agreements, in a form approved by the Office of Human Resources, <i>except:</i> <i>Employment Agreements with tenured faculty, tenure-track faculty, or for a term greater than three years.</i></li> <li>• MOUs related to the college or school</li> </ul>
Vice Provost for Academic Personnel and Leadership Development	<ul style="list-style-type: none"> <li>• Employment Agreements</li> <li>• Agreements settling union grievances</li> </ul>
Vice Provost for Budget, Planning and Internationalization	<ul style="list-style-type: none"> <li>• MOUs with foreign universities and partners</li> </ul>
Executive Director, Office of International Affairs	<ul style="list-style-type: none"> <li>• MOUs with foreign universities and partners</li> </ul>
<b>Other Units</b>	
Vice President of Advancement	<ul style="list-style-type: none"> <li>• Gift Agreements</li> </ul>
Athletic Director	<ul style="list-style-type: none"> <li>• Employment Agreements with coaches and assistant coaches</li> </ul>
All Department heads  All Division heads	<ul style="list-style-type: none"> <li>• Employment Agreements with classified employees and academic professionals, in a form approved by the Office of Human Resources.</li> <li>• Employment Agreements with unrepresented employees, terminable with 30 days' notice, in a form approved by the Office of Human Resources.</li> </ul>

### 3.0 Legal Review of Agreements

3.1 Prior to execution, the following Contracts are required to be drafted or reviewed by an attorney in the Office of the General Counsel in order to evaluate legal risks and to confirm compliance with applicable federal or state laws, including constitutional provisions, statutes, administrative rules, and regulations.

3.1.1 Real Estate Agreements;

3.1.2 Employment Agreements with Vice Presidents and other members of the Executive Committee, Vice Provosts, Deans, Athletic Director, and Head Coaches;

3.1.3 Employment Agreements with any employee with an annual salary in excess of \$300,000;

3.1.4 Employment Agreements with any employee, other than tenured faculty, with a fixed term of three years or longer;

3.1.5 Employment Agreements in which a person with tenure (or being awarded tenure) is also appointed to a non-tenured role (i.e., a person being

appointed as a director of an institute who is also being awarded faculty rank and tenured status);

- 3.1.6 Construction Contracts with a value in excess of \$1,000,000;
  - 3.1.7 Contracts with a value in excess of \$500,000, except for Construction Contracts;
  - 3.1.8 Contracts with a value in excess of \$250,000 which include the development of software or acquisition of software not “off the shelf”;
  - 3.1.9 Contracts with a value in excess of \$250,000 which include a foreign entity, public or private, or an Indian tribe as a party;
  - 3.1.10 Contracts with a value in excess of \$250,000 under which the University provides services to a third party;
  - 3.1.11 Contracts with a value in excess of \$250,000 under which the University provides tangible or intangible property or the right to use tangible or intangible property, except licenses or options for intellectual property executed by the Vice President for Research and Strategic Partnerships or the Director of Innovation and Intellectual Property;
  - 3.1.12 Contracts under which the University takes equity in a company;
  - 3.1.13 Settlement agreements or any other agreement that includes a release of claims;
  - 3.1.14 Faculty or student exchange agreements under which the University will pay or receive money or property;
  - 3.1.15 All non-utility easements;
  - 3.1.16 Solicitation documents for competitive procurement that are expected to result in a Contract subject to these legal review requirements.
- 3.2 The University General Counsel may amend this Policy by revising the list of Contracts requiring legal review from time to time. Revisions to this list are not required to be made through the process outlined in the Policy on Policies. The effective date of any revision to this list is to be noted in Section X below.

#### **4.0 Miscellaneous Provisions**

- 4.1 Upon written request and under limited circumstances, the Vice President of Finance and Administration may make special delegations of signature authority to specific persons, provided such delegations are only when necessary and do not defeat the centralized intent of this policy. The person requesting a special

delegation of signature authority shall complete a Special Delegation of Signature Authority request form and submit it to the Executive Director for Financial Services and Controller.

- 4.2 It is impermissible to fragment or split up Contracts in order to circumvent the requirements of the Policy.
- 4.3 An amendment to an existing Contract is to be treated as new a Contract for purposes of determining authority to execute the amendment and the need for legal review of the amendment.
- 4.4 If a Contract that was not drafted or reviewed by the Office of General Counsel is to be amended in a way that would cause the Contract, as amended, to require legal review, then the original Contract and proposed amendment are to be reviewed by legal counsel prior to execution of the amendment.

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## VI. Links To Related Forms

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[Special Delegation of Signature Authority Request form](#)

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## VII. Links To Related Policies, Procedures or Information

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## VIII. Contacts


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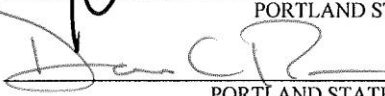
If you have any questions regarding this policy, please contact Executive Director for Financial Services and Controller at (503) 725-2845 or General Counsel, at (503) 725-2640.

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## IX. Policy Adoption/Reaffirmation/Revision Approvals

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Approved  Date 7/1/14  
PORTLAND STATE UNIVERSITY PRESIDENT

Approved  Date 7/1/14  
PORTLAND STATE UNIVERSITY GENERAL COUNSEL

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## IX. History/Revision Dates

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**Adoption Date:** July 1, 2014

**Policy History:** Pursuant to Section 170 Chapter 768 2013 Oregon Laws, effective July 1, 2014, this policy supersedes OUS Legal Review of Agreement and Documents IMD & OAR 580-061-0020.

**Next Review Date:** July 1, 2019