I. SCOPE

This Contract Review and Approval Policy (“Policy”) applies to any type of contractual agreement that obligates the University to provide or receive payments, services, goods, gifts or use of Arcadia University property, facilities or other resources, to or from a vendor or third party. Each contract is subject to this Policy regardless of whether it has been drafted by the University, a vendor, or a third party.

This Policy applies to all members of the University community.

II. POLICY STATEMENT

The University enters into contractual agreements each year with third parties that involve a wide array of activities. The purpose of this Policy is to establish the protocol that members of the University must follow before entering into contracts that are intended to be binding upon the University.

III. POLICY

The University will only be bound by written contracts to which the University is a party, that have been reviewed and approved in accordance with this Policy, and that have been executed by University officials who have specific contract signature authority. No officer or member of the University community has the authority to sign contracts on behalf of the University or any program, department or division of the University in the absence of a formal written delegation of authority. All contracts must contain a written statement that the person signing on behalf of the University and on behalf of the other party has the authority to execute the agreement according to its terms on behalf of the parties.

Any contractual agreement binding the University, regardless of dollar amount, must be reviewed and approved in writing by the Office of General Counsel prior to execution by University personnel. Any amendment or revision to an existing contractual agreement must also be reviewed and approved in writing by the Office of General Counsel. In addition, while a contract may appear not to bind the University to financial obligations (e.g., the contract is for services or equipment provided without charge to the University), there may be substantial financial obligations or liabilities inherent in the arrangement (e.g., indemnification and insurance obligations in the event of an injury to persons or damage to property). Therefore, in determining whether the Office of General Counsel must review an agreement, the form of the agreement or the amount the University must pay is not dispositive; rather, it is whether the terms to which the University must agree include the considerations listed above.
Except where a specific written exception applies, the following requirements apply to all Contracts. If, after reviewing this policy, you are uncertain about the review and approval process or requirements for a particular type of Contract, contact the Office of General Counsel.

All policies in conflict with this Policy are hereby superseded to the extent of such conflict.

A. Preliminary Review by Contract Originator

Contract Originators are responsible for conducting a preliminary review of proposed Contracts. Prior to submitting a Contract for required review and approval as described below, the Contract Originator must read the entire document to confirm that the Contract is clear and consistent; is complete and accurately reflects the intentions of the parties; is consistent with the University mission and is in the best interests of the University; does not include a provision for automatic renewal; and does not contain requirements with which the University cannot comply.

Contracts between student organizations or residence hall facilities and outside individuals or entities (such as bands, speakers, transportation companies, off-campus facilities, etc.) require a non-student Contract Originator. The Contract Originator is responsible for the preliminary review of such Contracts. The University will not assume liability for Contracts entered into by student organizations or residence hall facilities that do not comply with this Policy.

B. Administrative Review and Approval

Following preliminary review by the Contract Originator, all Contracts must undergo further administrative review and approval as set forth in the Contract Review and Approval Procedures found at http://my.arcadia.edu/university/policies-and-guidelines/policy-library.

C. Contract Signature Authority

The Bylaws of the University specify that the President is authorized to enter into Contracts involving the business and academic affairs between the University and another party. The President, however, is permitted to delegate this responsibility to appropriate financial or academic University officials. All delegations of signature authority must be in accordance with the Contract Signing Authority Policy found at http://my.arcadia.edu/university/policies-and-guidelines/policy-library.

No officer or member of the University community may sign or otherwise execute a Contract that binds the University unless he/she has been delegated signature authority in accordance with the Contract Signing Authority Policy. Contracts signed by officers or employees without documented signature authority may be deemed void. Individuals in such circumstances may be personally liable for the obligations assumed under such Contracts and are subject to disciplinary action up to and including termination of employment. The Department Chair, Vice President, or other supervisor is responsible for communicating this Policy to all staff members and for enforcing its requirements.

D. Retention of Signed Contracts

Signed business Contracts are to be maintained by the Purchasing Department. Signed academic Contracts are to be maintained by the Office of the Provost. Signed employment Contracts are to be maintained by the Office of Human Resources. All other signed Contracts should be forwarded to the Office of General Counsel for retention. All signed Contracts must be maintained for the period required by applicable law.
E. Conflict of Interest

A Conflict of Interest shall exist if a University employee knows that, at the time of the commitment by the University with regard to the subject transaction: (i) the employee or a related person (or a related entity) is a party to the transaction; (ii) the employee has a beneficial interest in the transaction; or (iii) the employee is so closely linked to the transaction which is of such financial significance to the employee or a related person (or a related entity) that said interest would be reasonably expected to exert an influence on the employee’s judgment if the employee were called upon to approve the transaction.

Accordingly, if a Conflict of Interest were to arise with regard to a University employee who has contract negotiation, review, approval and/or signing authority, the conflicted employee: (i) shall immediately recuse himself/herself from any further involvement in any aspect of the contract process; and (ii) shall immediately disclose the conflict to his/her superior. In such event, the superior shall assume the responsibility for the Contract or shall arrange for the appointment of a substitute responsible administrator.

IV. DEFINITIONS

Contract means any agreement between two or more persons that creates a legally binding obligation to do or not to do a particular thing. A contract may or may not involve the payment of money. This policy applies to any document that obligates the University, irrespective of the terminology used to describe that document. Types of documents that constitute contracts include, but are not limited to: academic agreements, affiliation agreements, agreements of sale, agreements with software consultants, agreements for computer hardware services; agreements for telecommunication services; agreements with temporary employment agencies; assignments; business agreements; construction contracts; contracts with vendors for purchase of materials; equipment or services; deeds; financing agreements; independent contractor agreements; consultant agreements; leases; memoranda of understanding; memoranda of agreement; click-through agreements; non-disclosure agreements; procurement agreements; promises to pay; promissory notes; purchase orders; riders; amendments or addenda to existing contracts; separation agreements; settlement agreements; and waivers.

Contract Originator means the individual who proposes to enter into contract negotiations with a non-University individual or entity. Contract Originators must be University employees.

University refers to Arcadia University, its colleges, schools, affiliates, divisions and subsidiaries.

V. EFFECTIVE DATE

This Policy is effective as of May 18, 2015.

VI. SIGNATURE, TITLE AND DATE OF APPROVAL

ARCADIA UNIVERSITY

BY: [Signature]
Arcadia University President

DATE: 5/18/15

VII. DATES OF REVIEW

- July 27, 2018; Approved by Margie Callahan; Interim General Counsel.