I. SCOPE

This Contract Signing Authority Policy (“Policy”) applies to any type of contractual agreement that obligates the University (i) to provide or receive payments, services, goods, or gifts to or from a third party, or (ii) requires the use of Arcadia University property, facilities, or other resources.

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 authority for the signature of contracts on behalf of the University.

III. POLICY

The University will only be bound by written contracts to which the University is a party that (i) have been reviewed by the Office of General Counsel, (ii) have been administered in accordance with the Contract Review and Approval Policy located at http://my.arcadia.edu/university/policies-and-guidelines/policy-library and (iii) 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.

A. Contract Signature Authority

Pursuant to the University’s Bylaws, amended and restated on December 12, 2014 (“Bylaws”), the President, as chief executive officer of the University, is authorized to enter into Contracts involving the business and academic affairs between the University and a third party.

B. Delegation of Contract Signature Authority

By Resolution of the Board dated October 10, 2014, the President is permitted to delegate this responsibility to appropriate financial or academic University officials. Any person designated to serve as interim university official has full authority to sign as if they were not serving on an interim basis. Any university official holding delegated authority by the President shall have the authority to delegate to another party within their department and under their immediate supervision for the limited purpose of signing in their absence.
All delegations of signature authority must:

- be in writing on the letterhead of the University official delegating the authority;
- be signed by the delegating official;
- be made to specific titles, not named individuals;
- be in accordance with the Signing Authority Delegation Chart (attached);
- state the scope of the delegation (e.g., specific type of contract only, contracts under a certain dollar amount, etc.); and
- be copied and maintained in the offices of both parties with a copy sent to the Office of General Counsel. At least annually, the Office of General Counsel shall provide the latest list of University Officials with delegated signature authority to the Procurement Office and the Finance Office.

University officers or designees with contract signature authority must exercise that authority in a manner consistent with the provisions related to Conflicts of Interest set forth in the Contract Review and Approval Policy (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 they have been delegated signature authority that has been documented in writing and is on file as set forth in this 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.

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

**IV. DEFINITIONS**

**Board** means the Board of Trustees of Arcadia University.

**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.

**President** means the President of Arcadia University.

**University** refers to Arcadia University, its colleges, schools, affiliates, divisions and subsidiaries. This policy does not apply to the College of Global Studies.

**V. EFFECTIVE DATE**

This policy is effective as of ________________________.
VI. SIGNATURE, TITLE AND DATE OF APPROVAL

This policy must be signed by the President before it is considered approved.

ARCADIA UNIVERSITY

BY: __________________________
    Arcadia University President

DATE: __________________________
## Arcadia University
### Signing Authority Delegation Chart

## Contracts

<table>
<thead>
<tr>
<th>Contract Value or Type</th>
<th>Signatories</th>
<th>Board of Trustee Action and/or Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. $500,000.00 and up</td>
<td>President</td>
<td>All contracts over $500,000.00 must have advance BOT approval.</td>
</tr>
<tr>
<td>2. $100,000.00 to $499,999.99</td>
<td>President OR Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>3. $1 to $99,999.99</td>
<td>President Chief Financial Officer Vice President(s) with delegated signature authority (except those covered by 5 below).</td>
<td></td>
</tr>
<tr>
<td>4. Nonmonetary contracts including but not limited to: Affiliation Agreements, Donor/Gift Agreements, Memorandums of Understanding, etc.</td>
<td>President Chief Financial Officer (fiscal) Provost (academic)</td>
<td></td>
</tr>
<tr>
<td>5. Real estate related conveyances including, but not limited to Agreements of Sale, Deeds, Leases, Easements, etc.</td>
<td>President Chief Financial Officer</td>
<td>All real estate related contracts must have advance BOT approval and must be approved by the President if signed by the Chief Financial Officer.</td>
</tr>
</tbody>
</table>