

## SAVANNAH STATE UNIVERSITY CONTRACT APPROVAL AND EXECUTION POLICY

### I. **Purpose**

To define those officials of Savannah State University (“University”) who are delegated limited authority to execute contracts on behalf of the University and to describe the procedure for review and approval of contracts prior to execution. This policy ensures that the University’s contracts have been properly vetted before they are signed.

### 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**

Pursuant to Board of Regents Policy Manual Sections 2.6.4 and 2.6.5, 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, faculty employment contracts and international MOUs.
- B. The Vice President for Business and Finance serves as the President’s delegated signatory in the President’s absence and is authorized to execute and sub-delegate 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 sub-delegation 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. Depending upon the substance of the contract, not all individuals will be in the approval line of the contract. For example, if a contract is not paid out of Title III funds, the Director of Title III will not be required to approve the contract.
1. The University employee initiating the contract (Contract Owner)
  2. The Supervisor and/or Dean
  3. Division Review (Are Vice President)
  4. Director of Procurement
  5. Chief Information Officer
  6. Grants PI/Activity Director
  7. Director of Title III
  8. Grant Accounting
  9. Associate Vice President for Institutional Research, Planning & Assessment
  10. Vice President for University Advancement & Exec. Director SSU Foundation
  11. The Provost and Vice President for Academic Affairs
  12. University Counsel (Office of Legal Affairs)
  13. Vice President for Business & Financial Affairs
- B. The University employee initiating the contract, immediate Supervisor and/or Dean and Are Vice President 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 that are not included in the contract; all exhibits are attached (including certificate of insurance, if required); 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. If SSU transmits/stores or provides any data to the supplier under the agreement, then the SSU IT team must review and approve the proposal—the SSU cybersecurity team approval may be required for the purchase or use of the item/service.
  4. Whether background checks are required if the supplier has *regular* interaction in any of these areas: Students, Employees, Minors, Monies, Sensitive/Confidential Data, Mission-Critical Service and/or Facilities.
  5. Alternative activities, actions, or providers have been considered and those designated in the contract represent the most feasible and reasonable alternatives.
  6. The contract is sufficiently clear, consistent, and fiscally prudent.
  7. The contract will be performed within one year or provides for renewal should all parties agree in writing, and the Initiator knows when/date for renewing the contract.
  8. 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 of Legal Affairs 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 signing the Contract and Agreement Approval Form attached hereto as **Exhibit 2** and posted on the Office of Legal Affairs website. **The Contract Owner's (Administrator) Certification** attached hereto as **Exhibit 3** should be initialed by the University Official executing (signing) the contract, and attached to the Contract and Agreement Approval Form (along with the contract).
- E. In addition to initialing the Contract Owner's Certification, 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.
  3. The initiating unit has the capacity to monitor and carry out the University's obligations under the contract—including timely renewals or termination of the contract.
  4. Other required certifications outlined in Exhibit 3 (e.g., conflict of interest, etc.)

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 the 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.

**For archival purposes, each unit should also provide a copy of the fully executed contract to: [contractsarchives@savannahstate.edu](mailto:contractsarchives@savannahstate.edu).**

#### VII. **Contract Administration**

Unless otherwise provided by University policy, the initiating unit is primarily responsible for contract administration-- 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.

## EXHIBIT 1 DELEGATED CONTRACT SIGNATURE AUTHORITY

To the extent permitted by the **SSU 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**

- Employee consulting agreements between USG institutions (per O.C.G.A. § 45-10-25(a)(8))
- Faculty employment contracts
- International MOUs
- All contracts not reserved to the Board of Regents

### **VP for Business and Finance and Administration**

- President's signatory in absence of President
- All contracts not reserved to the President
- Trust agreements, contracts (no limitation range), non-monetary contracts, gift acceptance agreements and related documents
- 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
- Movie and video production location agreements
- Broadcast and publication agreements for University-produced media
- Music performance and rebroadcast agreements
- Copyright license and permissions agreements
- Signature authority may be subdelegated
  - **University Procurement Officer**
    - Any purchases from statewide contracts
    - Contracts competitively bid and utilizing the State of Georgia State Entity Standard Contract form
    - Existing agency contracts
    - University System of Georgia contracts (e.g., contracts bid by University System Office for USG institutions)
    - Purchases from exempt categories and pre-approved piggyback and consortia purchases

### **Provost and VP for Academic Affairs**

- Contracts not to exceed \$50,000
- Non-monetary contracts that affect only their areas of responsibility
- Academic, internship, MOUs (except International MOUs)
- Research and Grant proposals (no limitation/range)
- Signature authority may be subdelegated

### **VP for Student Affairs and Enrollment Management**

- Contracts not to exceed \$25,000 (e.g., special events, performances, concerts, speakers, and similar programs)
- Non-monetary contracts affecting only their areas of responsibility

### **Dean of Students, Assistant VP for Student Affairs**

- Contracts not to exceed \$10,000 (e.g., special events, performances, concerts, speakers, and similar programs)
- Non-monetary contracts affecting only their areas of responsibility

### **VP of University Advancement and Executive Director SSU Foundation, Inc.**

- Donor and Gift Agreements of any value
- Contracts not to exceed \$25,000
- Non-monetary contracts that affect their area of responsibility

### **Associate VP of Research and Sponsored Programs**

- Research and grant proposals
- 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 (in writing) for sponsored agreements, nondisclosure agreements, material transfer agreements, data use agreements, unfunded research collaboration agreements, testing agreements, and in-licensing agreements

### **Academic Deans**

- Contracts with annual expenditure or income of less than \$5,000
- Academic experiential affiliation agreements

### **Chief of Police**

- Contracts and non-monetary contracts that affect only their areas of responsibility
- Contracts not to exceed \$5,000

### **Director of Athletics**

- Contracts and non-monetary contracts that affect only their areas of responsibility
- Contracts not to exceed \$25,000

### **Chief Information Officer**

- Contracts and non-monetary contracts that affect only their areas of responsibility
- Contracts not to exceed \$25,000

**EXHIBIT 2**  
**CONTRACT ROUTING & APPROVAL FORM (page 1)**

**Note 1: All contracts should be forwarded to [contracts@savannahstate.edu](mailto:contracts@savannahstate.edu) for legal review.**

**Please use this form for general contracts, involving goods, services, and vendors.**

This form should be completed and attached to the proposed contracts/agreements prior to submitting to the University Counsel.

In initiating and/or signing this contract, the SSU employee and Division Reviewer certify that this agreement will not be in violation of the Conflict of Interest laws, rules, regulations, and/or policies and procedures as defined by the Official Code of Georgia Annotated 45-10-22 et. seq. and Board of Regents 8.2.13.2. and 3.4.4.

Contract Summary (Please attach SSU Contract/Consultant Agreement form to this document):

1. Contract/Agreement between the Board of Regents of the University System of Georgia by and on behalf of Savannah State University and

\_\_\_\_\_

2. Contract purpose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Dates of Contract: From \_\_\_\_\_ To \_\_\_\_\_

4. Amount \$: \_\_\_\_\_

5. Department: \_\_\_\_\_

6. Contract Owner's Name: \_\_\_\_\_

7. Contract Owner's email: \_\_\_\_\_ Owner's phone #: \_\_\_\_\_

8. Project #: \_\_\_\_\_

All contracts and agreements involving Savannah State University as a provider or receiver of services or products must be approved (as indicated by signature on this form, page 2) by the following University representatives in the order given below. Contracts and agreements which do not have the appropriate signatures shall not be considered valid and shall not be honored by the University.

## CONTRACT ROUTING & APPROVAL FORM (page 2)

Contract/Agreement between the Board of Regents of the University System of Georgia by and on behalf of Savannah State University and

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9. I certify that this contract/agreement is appropriate and necessary to the department 's mission and priorities and that the department can furnish the services, materials, and funds in the contract/agreement.

Contract Owner (Print Name)	Signature/Date
Supervisor and/or Dean (Print Name)	Signature/Date
Division Review (Print Name)	Signature/Date

10. I certify that the contract agreement is appropriate and necessary to the college's mission and priorities and the college or school can furnish the services, materials, and funds designed in the contract/agreement.

Procurement (Print Name)	Signature/Date
CIO Review & Approval (Print Name)	Signature/Date
Grant PI/Activity Director (Print Name)	Signature/Date
Title III (Print Name)	Signature/Date
Grant Accounting (Print Name)	Signature/Date
VP Legal Affairs (Print Name)	Signature/Date
VP of Business & Financial Affairs (Print Name)	Signature/Date
Contract Executor (Print Name)	Signature/Date

**Note 2: All fully executed contracts are to be sent to [contractsarchive@savannahstate.edu](mailto:contractsarchive@savannahstate.edu) for archival purposes.**

### EXHIBIT 3

## CONTRACT OWNER'S (ADMINISTRATOR) CERTIFICATION

It is recommended that the requesting department (University official executing the contract) complete (initial) each item in the certification. The Office of Legal Affairs (OLA) is ready to help you, so feel free to contact us with any questions. Failure to read the contract and certify its contents as complete will be returned to the contract owner without legal approval.

#### 1. Contracting Party

The names of the contracting parties are **"The Board of Regents of the University System of Georgia by and on behalf of Savannah State University"** and \_\_\_\_\_.  
All necessary exhibits and appendices are attached to the contract.

*Initial:* \_\_\_\_\_

#### 2. 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.

*Initial:* \_\_\_\_\_

#### 3. 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.

*Initial:* \_\_\_\_\_

#### 4. 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.).

*Initial:* \_\_\_\_\_

#### 5. 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 an SSU employee or a member of SSU's employee's family is sole proprietor, partner, or owns 25% or more of the stock or assets.

*Initial:* \_\_\_\_\_

## 6. Insurance/Warranties/Guarantees

The Office of Legal Affairs must approve any insurance clauses. Warranties or guarantees from the other party give satisfactory protection.

*Initial:* \_\_\_\_\_

## 7. 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 laws of the State of Georgia apply to the contract.

*Initial:* \_\_\_\_\_

## 8. University Logo

If the contract allows the other party to use the University's name, logo, or other trademark associated with Savannah State University, the use has been approved by the appropriate University official.

*Initial:* \_\_\_\_\_

## 9. Confidentiality Agreements

All nondisclosure or confidentiality provisions must be approved by the Office of Legal Affairs.

*Initial:* \_\_\_\_\_

## 10. Signature Authority

The person signing the contract on behalf of the University is authorized to do so, and their name is typed on the contract.

*Initial:* \_\_\_\_\_

## 11. Total Cost Involved

The contract involves \$\_\_\_\_\_.

Check one:

To University

From University

*Initial:* \_\_\_\_\_

## 12. 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.

*Initial:* \_\_\_\_\_

### 13. 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.

*Initial:* \_\_\_\_\_

### 14. Authorization

Commitments have been obtained from the proper administrators for all resources to be provided by the University.

*Initial:* \_\_\_\_\_

### 15. Payment

The Universities payment schedule is “Net 30 days”. 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.

*Initial:* \_\_\_\_\_

### 16. Prohibited Provisions

Any of the following must be reviewed by the Office of Legal Affairs. Please place a checkmark if the provision appears in the contract.

***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.

***Liability Limitations/Waiver of Claims***

The contract does not limit the other party’s liability or waive claims.

***Statute of Limitations***

The contract does not attempt to limit the time frame in which the University can file a lawsuit.

***Term of Contract***

Starting and ending dates of the contract are included and clearly defined.

***Automatic Renewal***

The contract does not provide for automatic renewal.

***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.

**Waiver of Jury Trial**

The contract does not waive the right to a trial by jury.

**Confidentiality**

The contract does not provide that its terms are confidential.

**Interest, Penalties, Late Fees**

The contract does not provide for payment of interest, penalties, or late fees.

**Arbitration/Mediation/Non-solicitation**

The contract does not contain any provisions pertaining to arbitration or mediation. Non-solicitation of the other party's employees: the contract does not restrict the University from soliciting or hiring the other party's employees.

**Payment of taxes or reimbursement for taxes**

The contract does not require the University to pay or reimburse the other party for taxes.

Initial: \_\_\_\_\_

**CERTIFICATION OF REQUESTING UNIVERSITY OFFICIAL**

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). Provisions of this contract that require further review, along with any related questions, are noted in the attached memo.

- Memo attached
- Memo not attached

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**