

Policy Number/Title: 1.1.5 Contract Administration Policy
Effective Since: 01/25/2023
Last Revision Approved: 12/01/2022
Responsible Office: General Counsel

1. Scope:

This policy applies to all employees at Winthrop University, regardless of employment basis, regarding original contracts and agreements, as well as all amendments, alterations, modifications, corrections, changes, and extensions.

2. Definitions:

This section is intentionally left blank.

3. Policy:

Rescission of Previous Signatory Authority

All previous delegations or appointments of authority to sign contracts and agreements or to negotiate and accept contracts and agreements binding upon the University are rescinded, and all previous resolutions or motions delegating such authority are revoked.

Compliance with Board By-Laws and Related Protocols

All contracts and agreements executed pursuant to this policy must also comply with applicable Board of Trustees by-laws and related protocols, including all procedures for the review and approval of such contracts and agreements established by the board.

Authority

No contract or agreement shall become binding upon Winthrop University unless such contract or agreement is in writing and contains the signature of the appropriate contracting authority detailed below.

It is the express policy of the Board of Trustees that no oral contracts or agreements shall be binding on Winthrop University.



The Secretary of the Board of Trustees is authorized to sign board documents for and on behalf of the Board of Trustees. The Secretary is authorized to appoint in writing a designee to perform this duty in the absence of the Secretary.

General Authority to sign

The President of the University and the Secretary to the Board of Trustees are granted the authority to execute contracts and other agreements that bind the university to the limits listed in section 5.0 (Limitations and Delegations of authority for Winthrop University) below. Either of these two authorities, or their designee, may obligate the University in accordance with the limitations of this policy and in acting in the best interest of Winthrop University.

Delegation

University personnel shall not enter into a **contract** for the purchase of goods or services or otherwise obligate Winthrop University to pay any sum of **consideration**, unless provided in section 5.0 (Limitations and Delegations of authority for Winthrop University) below.

Limitations and Delegation of authority for Winthrop University

Resolution by the Board of Trustees is required for the acquisition and disposal of any real property or **capital assets** valued over **\$100,000** or refunding of **current bonds**, and **major equipment acquisition** or **capital expenditures** in excess of **\$250,000**. The Chair of the Board of Trustees and the President of the University shall have authority to sign **contracts** relating to these resolutions.

University Documents

The President of the University and the Secretary of the Board of Trustees are delegated authority to sign contracts and agreements which are binding upon the University, and no contract or agreement shall become binding upon the University unless such contract or agreement shall be in writing and shall have the signature of the President or the Secretary affixed thereto.

The Director of Procurement has the authority to sign all procurement related documents up to the authority granted by South Carolina Materials Management Office (MMO) as long as the procurement has been approved by either the President or the Secretary of the Board of Trustees.

The Registrar has the authority to affix the University Seal on any document for which it is so required as long as the document has been properly signed by an authorized University



signatory.

The Provost has the responsibility to review and evaluate all research and research-related agreements, including but not limited to sponsored program proposals, awards, grants, contracts, accountability statements, and confidentiality agreements and the authority to sign such documents on behalf of Winthrop University.

The Provost has the authority to sign offer letters of employment for faculty and academic division heads, upon the approval of the President. A copy of each offer letter shall be forwarded to the Division of Human Resources, Employee Diversity and Wellness with fifteen days from the date of execution thereof.

Special ventures, exchanges, and agreements to provide academic services must be viewed as contracts and any such agreement must be reviewed by the Provost prior to submission to the President or Secretary to the Board for signatory approval.

The Athletic Director has the authority to sign contracts and agreements engaging Winthrop University to participate in intercollegiate athletics contests.

General Counsel has the authority to sign documents related to judicial or administrative proceedings, or matters undertaken to protect the rights or assets of Winthrop University, excepting settlement agreements.

The Director of Events has the authority to sign contracts and agreements for events to be held at any venue or facility on the Winthrop campus. As used herein, "events" shall be understood to include but not be limited to, concerts, shows, performances, plays, ceremonies, conferences, weddings, exhibitions, meetings, and other uses.

Vice President of Student Affairs has the authority to sign contracts and agreements associated with residence hall housing.

Board of Trustees Action

Reporting of approved agreements

A report of all contracts and agreements approved by the President and the Secretary to the Board of Trustees pursuant to the authority granted herein shall be provided to the Board of Trustees not less than annually.

Contracts and agreements shall not be subdivided in order to avoid the approval(s) required herein.

6.0 Contract and Agreement Review Process

Except as provided otherwise in this policy, no element of the institution is authorized to



prepare contracts and agreements and offer the same for acceptance by outside (non-university) parties without prior review and authorization to sign of such contracts and agreements by the Office of the General Counsel.

Contract Administrator

Each employee who will be administering a contract on behalf of the University, must review the terms of any proposed agreement and be responsible for ensuring proper performance of the terms over the life of the contract.

Each contract administrator is charged with acting in the best interest of Winthrop University throughout the contracting process.

Each planned procurement must be approved by the appropriate supervisors up to and including the University signature authorities prior to submitting the project to the Procurement Office.

The Contract administrator must retain a copy of the contract to ensure that deliverables are met by all parties. All contracts must be retained and destroyed in accordance with the General Records Retention Schedule for State Colleges and Universities, which states that contracts must be retained for three years after the cancellation or expiration of the contract and then destroyed.

If during the term of the agreement, a dispute arises, the contract administrator shall immediately communicate any and all concerns to division vice president. Communication should also be made to the Director of Procurement and General Counsel if warranted.

Legal Review

Except as provided otherwise in this policy, no element of the institution is authorized to prepare contracts and agreements and offer the same for acceptance by outside (non-university) parties without prior review of such contracts and agreements by the office of the General Counsel. Parties requesting review of contracts and agreements shall complete in its entirety a Contract Authorization Form; the form can be found here. The contract form and a copy of the proposed contract shall be forwarded to the Office of the General Counsel for review and processing.

Procurement Contracts

Procurement Director

The Director of Procurement, upon approval by the appropriate signatory authority shall have the authority to execute procurement documents and contracts on behalf of Winthrop



University.

State funds

All contracts for goods and services which use state funds must follow South Carolina Procurement guidelines and be approved by the Procurement Director or the Vice President for Business and Finance/CFO.

Non-state funds

All contracts for goods and services which do not use state funds must follow Winthrop procurement guidelines and be approved by the Procurement Director or the Vice President for Business and Finance/CFO.

Information technology contracts

All procurements which will use University information systems or assets must also be approved by Computing & Information Technology.

Data sharing agreements

All agreements which require the use of data sharing must comply with applicable information security and privacy policies. Contract administrators are charged with ensuring vendor compliance with these terms.

Agreements with revenue generating, revenue-sharing, or continual expenditure agreements.

All agreements with continual budgetary implications must be approved by Business & Finance. Any agreement which seeks to obtain revenue must be consistent with the University mission and policies.

Document Repository

Contract Repository

The Office of General Counsel shall maintain a file containing all contracts and agreements which the university is a party.

Each contract administrator shall forward a copy of the final executed agreement to the Office of General Counsel for the repository.

Procurement will enter all procurement contracts into the repository. Documents that



require specific legal review will also be submitted to the Office of General Counsel.

Grants and Sponsored Research Document Repository

The Office of Grants and Sponsored Research Development shall be the repository of all research and research related agreements.

Prohibitions

No **contract** signed by a person without **contracting authority** as delegated by the board or this policy shall be **binding** on the university.

Failure to follow this policy or to ensure that the appropriate **contracting authority** is obtained during the **execution** of a **contract** and/or **agreement** may result in **personal liability** for the personnel involved in the transaction.

4. Procedures:

- The party initiating the **contract** on behalf of the university is responsible for reading the **contract** entirely and determining the following:
- The **contract** language accurately reflects the current state of negotiations and is sufficiently clear and consistent.
- The **contract** meets programmatic and university strategic mission requirements.
- The **contract** is in the best interests of the university, and the **contract term** is reasonable in duration but not greater than five (5) years.
- The obligations placed on the university in the **contract** are in compliance with current university procedures and policies.
- The **contract** includes the appropriate substantive content to describe the obligations of both parties with reasonable specificity.
- The **initiating party** is further responsible for the negotiation of all substantive items in the **contract**, and is solely responsible for the resulting terms and conditions contained therein.
- All **contracts** prior to **execution** must be submitted to the Office of General Counsel for review as to legal form and sufficiency. General Counsel will return the **contract** to the **initiating party** for further revision if necessary.
- Failure to provide the contract for review could affect several statutory protections reserved for public officials employed by the university including, but not limited to, immunity and indemnification.
- After all appropriate approvals have been received and documented, and both parties are in mutual agreement to the terms, all required **contracting authorities** for both parties must sign the **contract** before any action called for in the **contract** can occur.



The initiating university party is responsible for ensuring that the **contract** is **fully executed**.

- As a final step in the **contract administration process** of the university, once a **contract** is signed by all **contracting parties**, an electronic copy of the **final contract** must be sent to office of General Counsel to be stored in the **contract repository**, with the following information:
 - Name of contracting department.
 - Name of contracting signatory
 - Name of non-university contracting party
 - **Effective date** of contract
 - Date of termination (or term of the contract)
 - Brief description of services/goods procured by the **contract** or, if not a purchasing **contract**, the nature of the **agreement**
- Retention
 - A copy of the **contract** must be retained by the **administering department**.
 - All **contracts** must be retained and destroyed in accordance with the General Records Retention Schedule for State Colleges and Universities, which states that **contracts** must be retained for three years after the cancellation or expiration of the **contract** and then destroyed.

5. Resources:

Contract Repository

Contract Signatory

<https://www.sc.edu/policies/ppm/btru104.pdf>

<https://www.winthrop.edu/uploadedFiles/generalcounsel/GeneralContractAuthorizationForm.pdf>

6. History of Revisions:

12/01/2022 Policy first established

7. Approvals:

Responsible Officer Signature/Date:

Vice President/Senior Administrator Signature/Date:



President Signature/Date: