



University Administrative Policies  
Policy Name: **Contract Signing Authority**  
Web link: <http://www.salemstate.edu/policies/>

<b>Responsible Office:</b> Administration <b>Responsible Official:</b> General Counsel and Vice President for Administration	<b>Originator of the Policy:</b> General Counsel and Vice President for Administration	<b>Effective Date:</b> November 2015 <b>Revision History:</b>
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## 1. RATIONALE

Ensure that only individuals who are authorized to bind the university have signing authority for contracts, memorandums of understanding, and agreements and are doing so to protect the interests of the Commonwealth of Massachusetts, Salem State University, employees, and vendors.

## 2. STATEMENT OF POLICY

Salem State University hereby establishes a policy to define who is authorized to bind contracts, leases, memorandums of understanding, and agreements. All contracts must meet the requirements of the Commonwealth of Massachusetts and the institution. The president and general counsel shall have authority to sign all contracts, leases, memorandums of understanding, and agreements with the exception of the same for the foundation as specified below. Only the individuals identified below can commit the university to a contract or legal decision. Individuals not listed in this document do not have signing authority.

- A. Clinical/field education contracts: The signature authority on the standard Salem State University clinical and field education contracts with no financial obligations for the university is the dean of the respective school/college. Any modifications must be approved by the General Counsel.
- B. Contracts requiring expenditure of funds: the signature authority on contracts with financial implications is the Vice President for Finance and Business. This may be delegated along annual expense lines as follows: contracts up to \$10,000 may be signed by the Director of Purchasing; contracts up to \$25,000 may be signed by the Associate Vice President, Business Affairs.
- C. Salem State University Foundation: the signature authority for SSU Foundation contracts is the Executive Director of the Foundation. If there is a need for a university signature, it is either the President or the Chair of the Board of Trustees.

- D. Academic memorandum of understanding: the signature authority on the standard Salem State University memorandum of understanding with no financial obligation is the Provost and Academic Vice President. A memorandum of understanding with financial considerations must also be reviewed and approved by the Vice President of Finance and Business. Any modifications must be approved by the General Counsel.
- E. A central repository for all contracts will be developed and maintained on a network drive by the office of the General Counsel in collaboration with the Director of Purchasing.
- F. Copies of all MOU's and executed contracts not otherwise processed by the Director of Purchasing will be sent to the office of the General Counsel.

**3. SCOPE**

This policy shall govern the procedure for contracts for all divisions, departments, and offices under the jurisdiction of the university president as chief administrative and executive officer.

**4. FISCAL CONSIDERATIONS**

	<b>Direct Costs / Savings / Revenue Generation</b>	<b>Indirect Costs / Savings / Revenue Generation</b>
<b>Initial Implementation</b>	None	None
<b>Ongoing</b>	None	None

**5. DEFINITIONS**

Contract	A written agreement between two or more parties enforceable by law.
Memorandum of Understanding (MOU)	A bilateral or multilateral agreement between two or more parties. Expresses a convergence of will between parties, indicating a common line of action, including with an international academic institution.
Lease	A contract conveying property to another for a specified period for a period determinable at will of either lessor or lessee in consideration of rent/compensation.
Acquisition	Possession or ownership of property.

**6. RESPONSIBILITIES**

<b>Responsible Party</b>	<b>List of Responsibilities</b>
See Section 2.	

**7. POLICY ENFORCEMENT**

Violation(s)	It shall be a violation of this policy to execute a contract if not so authorized hereunder.
Potential consequences	Invalidity of contracts, legal and/or financial exposure, employee

	discipline.
How to report	Contact authorized signer and supervisor of person who signed.

**8. REFERENCE DOCUMENTS**

Policy or Document	Web Address
Procedures for processing a contract	<a href="https://www.salemstate.edu/3478.php">https://www.salemstate.edu/3478.php</a>
SSU Contract (short form) For contracts of \$5,000 or less	<a href="https://www.salemstate.edu/assets/images/purchasing/Salem_State_University_Short_Form.pdf">https://www.salemstate.edu/assets/images/purchasing/Salem_State_University_Short_Form.pdf</a>
Commonwealth of Massachusetts Standard Contract Form	<a href="http://www.salemstate.edu/3473.php">http://www.salemstate.edu/3473.php</a>

**9. CONTACT(S)**

Subject	Office or Position	Telephone Number	Email
Policy Clarification	General Counsel and Vice President for Administration	978.542.6400	<a href="mailto:jkeenan@salemstate.edu">jkeenan@salemstate.edu</a>

**10. APPROVALS/ENDORSEMENT/NOTICE REQUIRED**

Level	Title & Name	Signature	Date
Cabinet (notice)	N/A		
President	President Patricia Maguire Meservey		

**11. EFFECTIVE DATE**

Upon approval by President

**12. DISSEMINATION**

Electronic to faculty and staff

**13. REVIEW CYCLE**

Initial review after 12 months