

Responsible Officers: Vice President for Finance & Administration General Counsel
Responsible Offices: Finance & Administration Office of the General Counsel
Effective Date: February 1, 2021

SIGNATURE AUTHORITY POLICY

I. Policy Statement

This Policy sets forth the requirements and procedures that must be followed for review, approval and signature of all contracts and legal documents entered into on behalf of Lehigh University. The Board of Trustees of the University, pursuant to the University Bylaws, authorizes the President to sign all agreements, contracts, and legal documents on behalf of the University. The President wishes to delegate signing authority to certain other officers and administrators of the University, in accordance with the terms and conditions outlined in this Policy. This Policy applies to and is binding upon all officers, faculty, staff, and other individuals employed or engaged to act as agents of Lehigh University. All such individuals may be referred to as “employees” under this Policy.

II. Purpose of Policy

The University has an obligation to be a responsible steward of the resources entrusted to it and to fulfill obligations it makes to other parties. The purpose of this Policy is to safeguard University resources and to minimize the University’s financial, legal, operational, and compliance-related risks by establishing the authority and responsibilities of University officers and administrators with regard to reviewing and executing agreements and contracts and other legal documents on behalf of the University.

III. Applicability and Related Policies

This Policy applies to all Contracts and other documents that: (A) obligate the University to commit financial or other University resources to any third party; (B) obligate the University to perform services or assume liabilities currently or in the future; and/or (C) commit the University’s name or grant permission to use the University’s name, seal, trademarks, or other indicia of the University to an organization, enterprise, activity, or relationship that expresses or implies University involvement, endorsement, or contractual commitment. See also the Purchasing Authority Policy (University Policy No. 101).

IV. Definitions

Contract: A written agreement between the University and one or more third parties that is legally binding and enforceable, such as an agreement pursuant to which the University purchases, leases, or acquires goods, services, or personal property or obligates University time and/or resources including, but not limited to: funding, personnel granting access to or use of, office space, laboratory or classroom facilities or equipment and/or the performance of services or assumption of liabilities currently or in the future. A document labeled “agreement,” “memorandum of understanding” (or MOU), “lease,” “license,” “letter of intent,” and even a letter, or any other similar written document indicating or implying a legally enforceable document, is a Contract under this Policy if it describes an obligation of the University, either to do or not do something or to pay money. The substance of a document and not its name or label determines whether it is a Contract. A Contract can be in electronic form. The term Contract includes but is not limited to Construction Contracts, Gift Agreements, Intellectual Property Agreements, Material Transfer Agreements, Non-Disclosure Agreements, Real Estate Agreements, and Sponsored Program Agreements. Any question involving whether a document is a Contract should be referred to the Office of the General Counsel.

Construction Contract: A written agreement for the design or construction of buildings, facilities, and physical improvements or renovations to real property, including Contracts with contractors, general contractors, construction managers, architects, engineers, landscape architects, etc., including change orders and construction change directives.

Gift Agreement: A written agreement between the University and a donor that documents the terms and conditions of a philanthropic gift to the University, including planned giving, annuities, and trust agreements or documents.

Intellectual Property Agreement: A written agreement that grants a license or an option to, assigns an interest in, or obligates the University to special handling of, intellectual property (whether a patentable or copyrightable work or other intellectual property), which may include provisions regarding royalty distributions or transfer of equity interests to the University. The term Intellectual Property Agreement also includes but is not limited to royalty distribution agreements, collaborative research agreements, agreements for accepting equity in companies that have licensed University intellectual property, powers of attorney for patent prosecution, and documents required by the U.S. Patent and Trademark Office related to patent applications.

Material Transfer Agreement: A written agreement for the transfer of tangible material, including research tools, biological materials, teaching tools, prototypes, etc.

Memorandum of Understanding (MOU): A written document between the University and one or more other parties, which may or may not be legally enforceable by either party depending upon whether the legal elements of a Contract exist. MOUs often express an intent of parties to collaborate or work together toward a common goal or interest. Since an MOU can be a Contract, all MOUs should be reviewed by the Office of the General Counsel for the purpose of obtaining legal advice on the contractual status of the MOU.

Non-Disclosure Agreement (NDA): A written agreement between the University and one or more other parties pertaining to confidential material, knowledge, or information that the parties wish to share and which the parties agree not to disclose to third parties. An NDA is sometimes referred to as a confidentiality agreement (CA), a confidential disclosure agreement (CDA), a proprietary information agreement (PIA), a confidential information agreement (CIA), or similar title.

Real Estate Agreement: A written agreement for the lease, acquisition, or disposition of any interest in real property or improvements to real property, including leases, purchase and sale agreements, options to purchase, easements, subleases, licenses, etc.

Signature Authority: The legal authority and permission to execute Contracts and other written documents or instruments in the name of and on behalf of the University and to legally bind the University to an obligation or promise.

Sponsored Program Agreement: A written agreement providing funds from a sponsor to the University to support a defined scope of research, teaching or other scholarly activity, including grants, Contracts, cooperative agreements, acceptances of awards, and sub-awards issued by the University under a sponsored grant or Contract. The term Sponsored Program Agreement can include Non-Disclosure Agreements (NDAs) and Material Transfer Agreements that arise in the context of research and certifications or assurances by the University related to research grants, proposals, and acceptances of awards. The term Sponsored Program Agreement includes Sponsored Research Agreements as well as grants and Contracts when the sponsor's funds support research, teaching or other scholarly activity.

Sponsored Program Proposal: A written application, proposal, or bid for funding from an external sponsor for a specific project. The term Sponsored Program Proposal includes applications for grants and Contracts. Proposals may include certifications and assurances by University related to research grants, proposals, and Contracts.

V. Policy

1.0 General Statement of Policy

- 1.1 The University officers, administrators, and employees designated by this Policy are authorized to execute Contracts and other documents on behalf of the University in accordance with this Policy. Any Contract executed by a person not authorized to do so by this Policy is not binding on the University.
- 1.2 An officer, administrator or employee who signs a Contract that he or she is not authorized to sign is acting outside the scope of his or her employment is subject to discipline as an employee and may also be personally liable for any resulting liability or obligation.
- 1.3 Officers, administrators, and employees executing Contracts and other documents on behalf of the University, or delegating authority or directing others to execute such Contracts or documents, are responsible for assuring

that they have signature authority under this Policy to act on behalf of the University or to delegate such signature authority and that such signature authority is exercised in compliance with applicable conditions, restrictions and guidelines.

- 1.4 The exercise of signature authority provided by this Policy is subject to all applicable laws and regulations and to any special instructions or guidelines issued by the Vice President for Finance and Administration and/or the General Counsel.

2.0 Delegation of Signature Authority by Position

Subject to the review and approval requirements set forth in Section 4.0, the following positions are delegated signature authority to execute Contracts and other documents, subject to the scope of authority defined for each position. Persons in an interim position have the signature authority of that position. Persons in an acting position have the signature authority of that position if a Special Delegation of Signature Authority is signed by the Vice President for Finance and Administration.

SIGNATURE AUTHORITY CHART	
President	
President	Full signature authority.
Finance and Administration	
Vice President for Finance & Administration	Full signature authority.
Treasurer and Associate Vice President for Finance	Contracts regarding custody, collection, deposit and investment of University funds incident to the position of University Treasurer. This includes Contracts related to the opening and closing bank accounts and other banking or brokerage relationships, electronic funds transfers, and securities transactions. Full signature authority delegated as necessary and appropriate in the absence of the Vice President for Finance & Administration.
Associate Vice President for Human Resources	Employment agreements for staff – No limit, provided that compensation and benefits terms are approved through applicable University policies and procedures.
Associate Vice President, Facilities Services	Construction Contracts up to a value of \$2,500,000.
Assistant Vice President, Business Services	Contracts related to various services, including bookstore, printing, mailing, etc., up to a value of \$100,000.

Executive Director, Business Services	All Contracts for procurement of goods and services up to a value of \$100,000. See also Purchasing Authority Policy (University Policy No. 101).
Executive Director, Student Auxiliary Services	Contracts related to the provision of Student Auxiliary Services up to a value of \$100,000.
Director, Conference & Special Housing Services	Contracts related to conferences and special housing services with a value up to \$100,000.
Director, Purchasing Services	All Contracts for procurement of goods and services up to a value of \$50,000, <u>except not including</u> : Sponsored Program Agreements, Sponsored Program Proposals, Intellectual Property Agreements, Gift Agreements, Settlement Agreements and Real Estate Agreements. See also Purchasing Authority Policy (University Policy No. 101).
Director, Real Estate Services	Real Estate Agreements with a value up to \$50,000.
Director, Residential Services	Contracts related to Residential Services with a value up to \$50,000.
Manager, Transportation and Transit Services	Acquisition and leasing or rental of vehicles up to a value of \$75,000.
Academic Affairs	
Provost & Vice President for Academic Affairs	Full signature authority.
Vice President & Vice Provost for Office of International Affairs	MOUs with international universities and partners. Program Contracts and agreements up to a value of \$100,000.
Vice Provost for Library & Technology Services	Contracts for acquisition or licensing of computing hardware, software, and database access/licensing, or services up to a value of \$500,000.
Vice Provost for Student Affairs	Contracts for student activities and events up to a value of \$250,000.
Vice Provost for Admissions and Financial Aid	Program Contracts and agreements up to a value of \$100,000.
Vice Provost for Western Regional Office	Program Contracts and agreements up to a value of \$100,000.
College Deans	Contracts, including academic affiliation agreements and other agreements related to a College's academic programs, up to a value of \$100,000.
Athletics	
Dean of Athletics	Employment agreements with coaches and assistant coaches, provided that compensation and benefits terms are

	approved through applicable University policies and procedures. Contracts for procurement of goods and services related to Athletics programs, competitions and Athletics related matters up to a value of \$100,000.
Communications and Public Affairs	
Vice President for Communications & Public Affairs	Contracts for the provision of communications services and government affairs matters up to a value of \$100,000.
Development and Alumni Relations	
Vice President for Development & Alumni Relations	Gift Agreements; Contracts for fund raising services and alumni relations events and services up to a value of \$100,000.
Endowment Fund	
Chief Investment Officer	Contracts for the investment and/or management of the University Endowment Fund as specified by the Investment Policy Statement adopted by the Board of Trustees – No limit
Equity and Community	
Vice President Equity and Community	Program contracts and agreements up to a value of \$100,000.
General Counsel	
General Counsel	Contracts for the provision of legal services. Settlement agreements. Legal opinions.
Research and Graduate Studies	
Vice President & Associate Provost for Research and Graduate Studies	Sponsored Program Agreements; Sponsored Program Proposals; NDAs related to research or sponsored projects; Intellectual Property Agreements up to a value of \$250,000.
Assistant Vice President, Office of Research & Sponsored Programs	Sponsored Program Agreements with an obligation up to \$1,000,000. All Sponsored Program Proposals. NDAs related to research or sponsored projects.
Director, Office of Technology Transfer	Intellectual property agreements and documents, including license agreements, option agreements, patent applications and NDAs related to intellectual property.
Secretary, Board of Trustees	
Secretary, Board of Trustees	All Contracts and documents requiring or indicating corporate attestation and/or affixing of University corporate seal.

3.0 Additional Delegation of Signature Authority:

- 3.1 Delegations of signature authority are prohibited, except where specifically authorized in this Policy. In the case of a permitted delegation of signature authority, the delegating officer or administrator retains ultimate responsibility for matters delegated and personnel under his/her supervision. An individual who has not received a written delegation of signature authority to sign Contracts should not sign Contracts that purport to bind the University and may be held personally responsible if he or she attempts to do so. A supervisor shall not direct an employee to sign a Contract unless signature authority has been delegated to such employee in accordance with this Policy. The University retains the authority not to recognize a Contract as binding against the University unless all signatories to the Contract have proper signature authority as of the date the Contract was entered.
- 3.2 In order for a University officer or administrator with signature authority by position (as stated in Section 2.0) to delegate signature authority to another University officer or administrator the delegation must:
- be in writing;
 - be made to a specific position title, not the name of an individual;
 - be made to an individual appropriately qualified by position, knowledge, and/or experience to use the delegated authority;
 - indicate the specific scope of the delegation (i.e., a specific Contract/vendor only, Contracts under a certain dollar amount, etc.), including the period of time which the delegation is effective and after which it must be reviewed for renewal;
 - specify the need for advance review by the Office of the General Counsel and/or other relevant departments for particular Contracts or vendors;
 - indicate whether the delegate is permitted to sub-delegate signature authority to other individuals, and under what circumstances; provided that any such sub-delegation will also be subject to this Section 3; and
 - be copied and maintained in the offices of both parties (i.e., the person delegating authority and the person to whom authority is delegated) with a copy sent to the Office of the General Counsel. Unless otherwise specified, delegated signing authority will remain in effect until revoked in writing, with a copy sent to the Office of the General Counsel.
- 3.3 The Vice President for Finance and Administration and the General Counsel, acting together, may amend this Policy by revising the Signature Authority Chart above from time to time. Revisions to the Signature Authority Chart are not required to be made through the process outlined in the University Policy Structure.
- 3.4 All delegations of signature authority to sign Contracts made prior to the issuance of this Policy are superseded by this Policy.

- 3.5 Delegation of signature authority may be revoked or modified at any time in writing by the Board, President or the individual or office granting such authority. The revoking individual must immediately notify the Office of the General Counsel in writing of any such revocation.

4.0 Review and Approval of Contracts; Responsibilities of Authorized Signatories

- 4.1 Authorized signatories are responsible to ensure that each Contract has been reviewed and approved in accordance with this Policy **before** the Contract is signed. Observing the required review and approval procedures enables the University administration to document the Contract terms properly, to evaluate and provide advice on the terms, obligations and legal risks, and to confirm compliance with applicable federal, state, and local laws and applicable University policies and procedures.
- 4.2 In addition to the authorized signatory, Contracts often require review and approval by one or more of the following: the Office of the General Counsel (OGC), the Purchasing Office, and the Office of Research & Sponsored Programs. Depending on the subject matter, Contracts are also often reviewed by the Office of Risk Management, Controller's Office and Library and Technology Services (Information Security and Identity and Access Management). The process for submission of Contracts for review and approval is stated on the Lehigh University Contracts Administration (LUCA) webpage: <https://generalcounsel.lehigh.edu/>. LUCA assists users in routing Contracts to the appropriate reviewing offices. Individuals with questions regarding whether a Contract requires review and approval by OGC or another office should first review LUCA and submit any remaining questions to OGC, the Purchasing Office and/or the Office of Research & Sponsored Program, as appropriate.
- 4.3 In connection with executing any Contract, each authorized signatory (including delegates) is responsible for:
- Ensuring that he or she has the appropriate authority to execute and approve a Contract;
 - Acting within the limits of his or her position, signature authority, and delegation;
 - Exercising his or her authority with care and diligence. The authorized signatory should undertake appropriate investigation and inquiry to confirm that the Contract and any commitments made on behalf of the University are:
 - based on accurate information;
 - being made for a proper purpose, in the best interest of the University, in furtherance of its mission, and in compliance with its non-profit, tax exempt status;
 - of substantive benefit that outweighs any potential risks to the University, consistent with the University's risk tolerance;
 - capable of being lawfully undertaken by the University;
 - in compliance with all other University policies; and
 - not in conflict with other existing University Contracts.

- Confirming that all other reviews and approvals required by applicable University policies and procedures (including policies and procedures of the authorized signatory's office or department) have been obtained prior to Contract execution, including, but not limited to:
 - review and approval by the Office of the General Counsel in accordance with this Policy, LUCA and such other policies as may be adopted by the General Counsel from time to time;
 - subject matter approvals, such as by the Purchasing Office, the Office of Research & Sponsored Programs, the Risk Management Department, the Controller's Office, Library and Technology Services, and other relevant specialized personnel within the University; and
 - funding approvals.

This Section 4.3 is not exhaustive. The University expects all authorized signatories to exercise common sense and judgment in carrying out the decision-making process, such as when determining the precise consultation and approval route for a particular Contract.

4.4 The following is a list of Contracts that generally must be reviewed by the Office of the General Counsel. This list is for illustration purposes only. It is not intended to include every Contract that requires legal review, nor is it intended to include every Contract that is subject to this Policy.

- Affiliation Agreements by which the University agrees to affiliate or collaborate with another institution, organization, or entity;
- All easements granted to or on University property;
- Computer Software Licenses for development, acquisition and/or use of customized software not "off the shelf";
- Construction Contracts;
- Consulting Contracts;
- Contracts with a foreign entity, public or private;
- Contracts granting entry onto University property for filming, photography or other recording or publicity;
- Contracts under which the University provides services to a third party;
- Contracts under which the University provides tangible or intangible property or the right to use tangible or intangible property, except licenses or options for intellectual property executed by the Vice President & Associate Provost for Research and Graduate Studies, Director of the Office of Research and Sponsored Programs, or the Director of the Office of Technology Transfer;
- Contracts under which the University takes equity in a company;
- Contracts for the commissioning, reproduction, loan, and/or display of works of art;

- Contracts for travel services;
 - Equipment purchases, leases, or rentals including but not limited to laboratory equipment, furniture, vehicles, or other property;
 - Employment Agreements;
 - Entertainment Contracts;
 - Facilities use agreements, including Contracts for third parties to use University facilities or property (indoor or outdoor) or Contracts for the University's use of a third party's facilities or property (indoor or outdoor);
 - Faculty or student exchange agreements under which the University will pay or receive money or property;
 - Financing agreements, including but not limited to borrowing or loan agreements or bond documents;
 - Indemnification agreements of any nature, scope, or purpose;
 - Independent Contractor Agreements;
 - Insurance Contracts;
 - Investment agreements of any nature, scope, or purpose;
 - Joint Venture Agreements;
 - Professional services Contracts or agreements;
 - Real Estate Agreements;
 - Releases or waivers of liability;
 - Settlement agreements or any other agreement that includes a release of claims;
 - Solicitation documents for competitive procurement that are expected to result in a Contract subject to these legal review requirements;
 - Speaker Contracts;
 - Sponsored Research Agreements
 - Trust agreements;
 - Vehicle purchase, lease, or rental agreements.
- 4.5 The General Counsel may amend this Policy by revising the list of Contracts requiring legal review from time to time. Revisions to this list are not required to be made through the process outlined in the University Policy Structure.

5.0 Miscellaneous Provisions

- 5.1 Upon written request and under limited circumstances, the President or the Vice President for Finance and Administration may make special delegations of signature authority to specific persons, provided such delegations are only when necessary and do not defeat the purpose and intention of this Policy. The person requesting a special delegation of signature authority shall complete a Special Delegation of Signature Authority request form and submit it to the President or the Vice President for Finance and Administration with a copy to the General Counsel.
- 5.2 It is impermissible to fragment or split up Contracts in order to circumvent the requirements of the Policy. This Policy shall be interpreted broadly so that a series of reasonably related transactions and the total number of years in a Contract shall be considered a single transaction for purposes of determining approval and authority levels required by this Policy.
- 5.3 An amendment to an existing Contract is to be treated as a new Contract for purposes of determining authority to execute the amendment and the need for legal review of the amendment.
- 5.4 If a Contract that was not drafted or reviewed by the Office of the General Counsel is to be amended in a way that would cause the Contract, as amended, to require legal review, then the original Contract and proposed amendment are to be reviewed by the Office of the General Counsel prior to execution of the amendment.
- 5.5 Each authorized signatory approving a Contract must affix his or her own signature (physical or electronic, as permitted) to any Contracts that are required to be signed. Signing or fixing someone else's name is strictly prohibited except in special circumstances where permission is granted in writing for an express purpose by the person whose name is being affixed.

6.0 Conflicts of Interest

All University officers and administrators with signature authority for Contracts must exercise that signature authority in a manner consistent with the University's Conflict of Interest Policy: https://www.lehigh.edu/~policy/documents/coi_policy-updated_11-6-08.pdf

7.0 Record Retention

The Official Repository (as identified by the [University Records Management and Retention Policy](#)) should retain the original, signed Contract for the period indicated in that Policy. A copy of the signed final Contract (if reviewed by the Office of the General Counsel) should be sent to the Office of the General Counsel (to the attention of the attorney who reviewed it).