



# OLD DOMINION UNIVERSITY

## University Policy

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### Policy #1500

### DELEGATION OF AUTHORITY FOR CONTRACT APPROVAL

**Responsible Oversight Executive:** University Counsel

**Date of Current Revision or Creation:** July 10, 2024

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#### A. PURPOSE

To outline the delegation of authority in regard to contracts and leases as granted to the President by the Board of Visitors.

#### B. AUTHORITY

[Virginia Code Section 23.1-1301, as amended](#), grants authority to the Board of Visitors to make rules and policies concerning institution. Section 7.01(a)(6) of the [Board of Visitors Bylaws](#) grants authority to the President to implement the policies and procedures of the Board relating to University operations.

[Code of Virginia Section 23.1-2000 et seq., as amended](#)

[Bylaws of the Old Dominion University Board of Visitors, Article VII, §7.01 \(c\) \(7\)](#)

[Board of Visitors Policy 1240 – Resolution Concerning Employment](#)

#### C. DEFINITIONS

Affiliation Agreements - Memoranda of Understanding, agreements, or contracts that provide an affiliation for purposes of providing students, residents, fellows, or faculty with access to necessary training, research, other educational institutions or other access to fulfill the educational purpose of the University.

Blanket and Term Contracts - Contracts between the University and vendors to obtain a specified pricing system for a specified period of time. These contracts promote the availability of commonly used goods or services at stable prices for the stated period of time. No money is due under these contracts until the product is ordered.

Certificate of Confidentiality - Helps researchers protect the privacy of human research participants enrolled in biomedical, behavioral, clinical and other forms of sensitive research. Issued by the National Institutes of Health or the Health Resources & Services Administration, certificates protect against compulsory legal demands, such as court orders and subpoenas, for identifying information or identifying characteristics of a research participant.

Delegator - A delegator is any position listed in Section E. or any position to whom authority is further delegated by those positions.

EVMS Medical Group - EVMS Medical Group at Old Dominion University.

Facilities and Administration Cost Agreement - An agreement entered into by the University to have the University's costs reimbursed; the University agrees to verification of costs by the Federal government.

Formal Contracts - All other contracts where the University contracts with another entity for goods and services other than employment contracts, whereby all terms and conditions are expressly stated.

Graduate Medical Education (GME) - The period of physician education and training in a particular specialty (residency) or subspecialty (fellowship) following medical school.

Virginia Health Sciences - Macon & Joan Brock Virginia Health Sciences at Old Dominion University.

Lease - A document for the rental of real estate, office or classroom space, or other space or property whereby the University obtains quiet enjoyment of the space or property.

Memoranda of Understanding - Agreements that generally do not contain monetary consideration but contain mutual promises as consideration.

Proposal Transmittal Agreement - An agreement between the University and the Old Dominion University Research Foundation (ODURF) where the University agrees the information is correct and warrants that the grant will be completed in return for ODURF's management of the grant.

Purchase Orders - Documents that reflect the purchase by the University of goods or services that most commonly occur (but not exclusively) through use of the electronic purchasing system maintained by the Commonwealth of Virginia (eVA).

Revenue Contracts/Agreements - Include any contract for goods or services, any sponsorship agreement or any agreement that generates revenue to the University.

Sponsored Program Proposals, Grants and Agreements - Occur when the University applies for grants through proposals, is awarded the grant, and while managed by the Old Dominion University Research Foundation, the grant requires the University to submit the proposal and sign all necessary agreements and assignments.

#### **D. SCOPE**

This policy applies to all employees and recognized student organizations that enter into agreements, memoranda of understanding, purchase orders, or contracts on behalf of the University. Employees include all staff, administrators, faculty, full- or part-time, and classified or non-classified persons who are paid by the University. This policy covers those positions listed below that have been delegated authority by the President for contract approval and any position to which authority has been further delegated by those positions.

## E. POLICY STATEMENT

1. The President may delegate the authority of the powers entrusted to the President by the Board of Visitors in Article VII, § 7.01 (c)(7). Power delegated by the President may be further delegated within the limitation of the power being delegated by the individual to whom the power has been delegated unless the power to delegate is specifically limited or revoked by the President or other delegated individual.
2. The Provost and Executive Vice President for Academic Affairs is delegated the following powers to bind the University in academic matters:
  - a. Affiliation Agreements and Memoranda of Understanding that do not require the expenditure of University funds;
  - b. Playbill advertising associated with theater productions not to exceed the upper limit established in the Schedule of Tuition, Fees and Charges;
  - c. Continuing education courses, seminars, and workshops for employees under the supervision of the Provost and Vice President for Academic Affairs; and
  - d. Purchasing services, software, and technology related to academic affairs up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Provost and Executive Vice President for Academic Affairs may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

3. The Executive Vice President for Administration and Finance is delegated the following powers to bind the University in administrative and financial matters:
  - a. Leases for five years or less;
  - b. Documents necessary to purchase, sell or otherwise convey interests in real property, after Board of Visitors approval;
  - c. Use of University facilities;
  - d. Write off debts and settle claims;
  - e. All agreements that involve a discount in tuition; and
  - f. Acquisition of goods, services, architecture and engineering services, construction contracts, contract modification, and change orders including but not limited to the following contract types and forms:
    - i. Formal contracts
    - ii. Blanket and Term contracts
    - iii. Purchase orders
    - iv. Revenue contracts
    - v. Memoranda of Understanding

The Executive Vice President for Administration and Finance may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

4. The Executive Vice President for Health Sciences is delegated the following powers to bind the University in academic, administrative, and financial matters regarding Macon & Joan Brock Virginia Health Sciences at Old Dominion University:
  - a. Employment offer letters and contracts for faculty in the Eastern Virginia Medical School and EVMS School of Health Professions;
  - b. Trainee agreements for the appointment and employment of residents and fellows in a GME program;
  - c. Agreements for students and trainees;
  - d. Revenue contracts for services provided by departments or faculty;
  - e. Agreements for community-based partnership or educational programs, in consultation with Associate Vice President for Corporate Partnerships;
  - f. Affiliation or other agreements with clinical partners to function as a clinical department or to provide one or more clinical program directors for GME programs;
  - g. Agreements for services related to continuing education courses, and seminars including continuing medical education programs for healthcare professionals;
  - h. Agreements with EVMS Medical Group for academic program services;
  - i. All agreements that involve a discount in tuition for academic programs in Eastern Virginia Medical School or EVMS School of Health Professions; and
  - j. Purchasing software and computer technology affairs up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, the EVP must coordinate with the appropriate offices to ensure proper legal, risk management and operational reviews are conducted.

The Executive Vice President for Health Sciences may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

5. The Vice President for Research and Economic Development is delegated the following powers to bind the University in research matters:
  - a. Memoranda of Understanding that do not require the expenditure of University funds;
  - b. Contracts and agreements involving intellectual property;
  - c. Collaborative research agreements;
  - d. Certificates of confidentiality;
  - e. Cost-matching agreements;

- f. Facilities and administration cost agreements;
- g. Visiting scholar and volunteer agreements;
- h. Proposal transmittals;
- i. Material transfer agreements;
- j. Data use agreements;
- k. Sponsored program proposals, grants, and agreements; and
- l. Agreements and certifications related to regulatory compliance in research including but not limited to the following:
  - i. Agreements and certifications pertaining to animal care and use
  - ii. Agreements and certifications pertaining to biosafety
  - iii. Agreements and certifications pertaining to export control
  - iv. Agreements and certifications pertaining to human subjects
  - v. Agreements and certifications pertaining to radiation safety
  - vi. Agreements and certifications pertaining to recombinant DNA
  - vii. Agreements and certifications pertaining to research integrity

The Vice President for Research and Economic Development may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

- 6. The Vice President for Student Enrollment, Engagement, and Services is delegated the following powers to bind the University for the following contracts:
  - a. One-time student events; and
  - b. Purchasing services, software, and technology related to student engagement and enrollment up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Vice President for Student Enrollment, Engagement, and Services may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

- 7. The Athletic Director is delegated the following powers to bind the University in athletic matters:
  - a. Intercollegiate athletic competition;
  - b. Special athletic events;
  - c. Sponsorship in athletic tournaments, promotion of athletic events, and provision for community sports, none of which involve the expenditure of University funds; and

- d. Purchasing services, software, and technology related to University athletics up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Athletic Director may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

8. The Vice President for Human Resources, Diversity, Equity, and Inclusion is delegated the following powers to bind the University for the following contracts:
  - a. Employment contracts for administrative and professional faculty; and
  - b. Purchasing services, software, and technology related to human resources up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Vice President for Human Resources, Diversity, Equity, and Inclusion may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

9. The Vice President for Digital Transformation and Technology is delegated the following powers to bind the University for the following contracts:
  - a. Affiliation Agreements and Memoranda of Understanding that do not require the expenditure of University funds;
  - b. Continuing education courses, seminars, and workshops for employees;
  - c. All agreements that involve a discount in tuition for online academic programs;
  - d. Courses provided through the University's Continuing Education program; and
  - e. Purchasing services, software, and technology related to digital learning up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Vice President for Digital Transformation and Technology may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

10. The Vice President for University Communications and Chief Marketing Officer is delegated the following powers to bind the University for the following contracts:
  - a. Licensing agreements for University marks and logos; and

- b. Purchasing services, software, and technology related to University communications and marketing up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Vice President for University Communications may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

- 11. The Chief of Staff and Executive Vice President for Strategic Operations is delegated the following powers to bind the University for the following matters:

- a. Sign contracts and agreement on behalf of the President; and
- b. Purchasing services, software, and technology related to the operations of the President's Office up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. These authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Chief of Staff and Executive Vice President for Strategic Operations may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

- 12. The Vice President for University Advancement is delegated the following powers to bind the University for the following matters:

- a. Purchasing services, software, and technology related to the operations of the President's Office up to \$15,000 in value and in accordance with Commonwealth and University procurement policies and practices. Prior to contract execution, these authorized signatories must coordinate with the appropriate offices to ensure proper legal, risk management, and operational reviews are conducted. This authority is separate and distinct from purchase card authority.

The Vice President for University Advancement may delegate these powers, in writing, but shall remain accountable for the judicious exercise of the powers.

- 13. Except for the authority granted above, no individual should act or has the authority to bind the University unless he or she has an unexpired written delegation of authority.

## **F. PROCEDURES**

- 1. It is the responsibility of the individuals listed in E.2. through E.12. above to establish, validate, update, renew or revoke delegation of authority to the positions to whom they delegate their respective powers delegated by the President and to ensure that copies of the written letter of delegations are kept in their office and provided to the Office of University Counsel. It is also their responsibility to keep a current list of all delegation letters for the units within their respective organizations.

2. In cases of further delegated authority, the delegator has the responsibilities listed in F.1. above and must also provide a copy of the letter of delegation to the respective Vice President or Athletic Director.
3. Written letters of delegation should include the employee's position title, the authority being delegated, the effective date and duration of the delegated authority, and any limitations or conditions attached to the delegated authority in order for it to be valid.
4. Separations from the University or transfer to another position within the University will automatically revoke any authority inherent in the position to which authority has been delegated. Delegators are responsible for immediately notifying the Office of University Counsel of such separations or transfers and for issuing new written letters of delegated authority to individuals who assume those positions. Copies of the new letters must be provided to the Office of University Counsel and (in the case of further delegated authority) to the respective Vice President or Athletic Director.
5. On a biennial basis the Office of University Counsel will prepare a comprehensive listing of letters of delegation currently on file and send the list to delegators for validation. Each delegator will be responsible for validating the listing for accuracy, updating any delegation letters for changes if necessary, and returning the listing to the Office of University Counsel and (in the case of further delegated authority) to the respective Vice President or Athletic Director.
6. The Office of University Counsel is responsible for revising Section E. of this policy should the President delegate additional authority to the positions listed or additional positions are delegated authority for contract approval by the President.
7. All individuals are strongly encouraged to submit agreements for review to the Office of University Counsel prior to their execution. The following documents, however, must be submitted to University Counsel for review:
  - a. Contracts, agreements or a Memorandum of Understanding with an annual cost to the University in excess of \$500,000.
  - b. Revenue contracts with anticipated annual revenue in excess of \$50,000.
  - c. All documents related to transactions involving real estate including but not limited to leases, easements, deeds, and other miscellaneous real estate transactions.
  - d. All other documents, agreements, contracts, and memoranda of understanding not included in Paragraphs E.2. through E.12. above.
8. All delegation of authority inquiries and/or confirmation should be directed to the Office of University Counsel.

#### **G. RECORDS RETENTION**

Applicable records must be retained and then destroyed in accordance with the [Commonwealth's Records Retention Schedules](#).

#### **H. RESPONSIBLE OFFICER**

Associate University Counsel



**I. RELATED INFORMATION**

[Sample Delegation of Authority Memo](#)

