FIN-036

Signatory Authority for Executing University Contracts

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Policy Type University

Contact Office Executive Vice President and Chief Operating Officer (Office of the)

Oversight Executive
Executive Vice President and Chief Operating Officer

Applies To Academic Division, the Medical Center, and the College at Wise.

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Reason for Policy

This policy describes the process for reviewing, approving, and executing contracts on behalf of the University so that: (i) the contract is reviewed and signed by a University representative with the requisite signature authority as delegated by the Board of Visitors; (ii) the terms of University contracts are consistent with state and federal law, directives, and guidelines; and (iii) all reviews and approvals required by University policies are obtained prior to execution of the contract.

Definition of Terms

Academic Program Agreement (APA)

Description

Any contract, including an expression of intent, between the University and another institution or organization to establish a joint educational program, a collaborative academic relationship, or a research activity that is not a sponsored program as defined in FIN-001.

Authorized Signatory

Description

An individual authorized pursuant to the Board of Visitor's Signatory Authority policy to sign contracts with external parties on behalf of the Rector and Visitors of the University of Virginia.

Signatory Authority

Description

The legal authority to bind the Rector and Visitors of the University of Virginia (including any division, school, department, or business unit thereof) in a contract with an external party.

External Party (Separate Legal Entity)

Description

Any organization or entity that is legally distinct from the Rector and Visitors of the University of Virginia. This definition includes organizations that are closely associated with, owned by, or supportive of the University, but are still external parties. Examples include, but are not limited to, University-Associated Organizations (UAOs), UVA Community Health, Inc., Contracted Independent Organizations (CIOs), Fraternal Organizations, vendors, grant sponsors, donors, municipalities, professional organizations, non-profit organizations, and individuals providing services as independent contractors. Contracts between the University and any external party must be signed by an authorized signatory.

Contract

Description

Any agreement between the University and one or more external parties for performing, or refraining from performing, some specified act(s) in exchange for a valuable benefit known legally as "consideration."

Agreements meeting this definition may be referred to by other terms (e.g., memoranda of understanding, statements of work, non-disclosure agreements, academic program agreements).

Policy Statement

Only authorized signatories named by the Board of Visitors, or to whom signatory authority has been delegated in writing by authorized officers, can legally bind the University in a contract with an external party. Delegation of signatory authority is managed by the Executive Vice President and Chief Operating Officer (EVP & COO), who also maintains the records of signatory authority delegation.

Any contract (as defined by this policy) entered into by the University with any external party must be signed by an authorized signatory of the University unless a separate process has been otherwise approved or delegated in writing by the EVP & COO.

This policy does not cover intra-university documents (e.g., internal memoranda of understanding or service level agreements) between parties that are all within the legal entity known as The Rector and Visitors of the University of Virginia.

1. **Authorized Signatories:**
   All contracts must be signed in the name of "The Rector and Visitors of the University of Virginia" by an authorized signatory. The signatories authorized by the Board of Visitors are: (i) the President; and (ii) EVP & COO. The EVP & COO is responsible for delegating additional signatory authority. In order to expedite the review and processing of contracts, limited authority to sign certain contracts has been delegated in writing to designated administrative officers. These authorized signatories must coordinate with the appropriate offices to ensure that proper legal, risk management, and operational reviews are conducted as needed.

   The EVP & COO has delegated signatory authority to the specific individual(s) within the following Academic Division and Medical Center units **with specific limitations**:
   A. For the Academic Division and the College at Wise, the primary administrative offices with signatory authority are:
      - Procurement Services for the purchase of goods and services.
      - Office of Sponsored Programs for grants and contracts related to research.
      - Facilities Management for the procurement of construction, professional services, and construction-related non-professional services (subject to required BOV approvals).
      - Office of the VP & Chief Financial Officer for contracts outside the scope of Procurement Services or the Office of Sponsored Programs (e.g., leases, educational services contracts, student practicum contracts, art loan agreements).
      - EVP & Provost for Academic Program Agreements.
   B. For the Medical Center, the EVP & COO delegates signatory authority to specific individuals who are authorized to sign contracts based on their roles and responsibilities.

2. **Responsibilities of Authorized Signatories:**
   Each authorized signatory must:
   A. Determine whether execution of the contract is in the best interest of the University.
   B. Before signing, coordinate all special reviews and obtain all internal approvals required for the type of contract proposed. (See Section 3 for more detailed information.)

C. Ensure that the contract complies with all applicable laws, regulations, and University, Medical Center, and Health System policies and procedures. In particular, all contracts must be fully compliant with Board of Visitors policy BOV-014: Signatory Authority, including the requirement to obtain Board approval or report information to the Board regarding real estate, write-off of bad debts, and quasi-endowment transactions.
D. Sign the contract in the name of "The Rector and Visitors of the University of Virginia" and within the limitations of their delegated signatory authority.
E. Assign an appropriate contract control number, if applicable.
F. Report to UVA Finance all incoming contracts with and gifts from any foreign source, in accordance with Section 117 of the Higher Education Act of 1965.
G. Maintain a central file of original executed contracts available for audit by the University, and follow federal, state, and University policies for record retention.

3. **Review and Approval of Contracts:**
   A. **Responsible Offices**:
   Certain types of contracts must be reviewed and/or approved by these responsible offices:
      i. **University Counsel:**
      As an agency of the Commonwealth of Virginia, the University is precluded by law from accepting certain contractual provisions, the most important of which are set forth in Section 4 of this policy. In addition, the University requires that certain contracts be reviewed for legal sufficiency by the Office of the University Counsel. It is the responsibility of the authorized signatory to ensure adequate legal review of each contract has been obtained prior to execution.
      ii. **Procurement Services:**
      Contracts for the procurement of goods and services (including procurement-related non-disclosure agreements) must be made in accordance with the laws of the Commonwealth of Virginia and within the policies and procedures of the University as administered by Procurement Services (Academic Division and the College at Wise) and Medical Center Contracts & Procurement (Medical Center). Some large acquisitions may require that a formal Request for Proposal (RFP) or Invitation for Bid (IFB) be prepared.
      iii. **Financial Operations:**
      Contracts that could potentially result in significant financial liability should be reviewed by the Office of the VP & Chief Financial Officer prior to execution. Any contract that will generate unrelated business income must be approved in advance by the Office of Financial Operations. In addition, a wide range of contracts are reviewed and executed by the Office of Financial Operations, as summarized on the Financial Operations Contracts webpage.
      iv. **Property & Liability Risk Management:**
      The Office of Property & Liability Risk Management (OPLRM) shall review contracts (including the procurement of goods and services) that may present a risk of accidental loss or exposure to the University, its employees and students, or property owned by or loaned to the University. This includes contracts for the Academic Division, the Medical Center, and the College at Wise. Likewise, OPLRM must review and approve in advance any contracts containing specialized or non-standard insurance provisions, waivers of subrogation, additional insured status, liability limitations, and/or liability waivers.
      v. **Facilities Management:**
      Contracts related to capital construction (including construction, professional services, and construction-related non-professional services) must be reviewed and signed by an authorized signatory in Facilities Management, unless prior arrangements have been made in alignment with Facilities Management's agreement and coordination. In addition, any contract that will

commit University funds toward construction or renovation should first solicit review by Facilities Management.

vi. **Office of Sponsored Programs:**
Grants and contracts related to Sponsored Programs (including unfunded research agreements such as non-disclosure agreements, material transfer agreements, and data use agreements) must be reviewed and signed by an authorized signatory of the Office of Sponsored Programs (OSP), in compliance with RES-009: Proposal, Acceptance, and Management of Sponsored Programs. All grants and contracts related to Sponsored Programs with U.S. federal grant-making agencies and all contracts providing direct or flow-through federal funding must be signed by an authorized signatory in OSP according to University established policies. In addition, for any revenue generating contracts with U.S. federal agencies that are not supporting Sponsored Programs, it is the responsibility of the authorized signatory to ensure adequate review from OSP has been obtained prior to execution.

vii. **Export Controls and Research Security:**
The conduct of certain University research, teaching, service, and patient care activities in the U.S. or abroad is subject to control under federal export control or sanction regulations due to the use or generation of controlled technology, or the conduct of controlled activities, as described in FIN-043: Managing Export and Sanction Compliance in Support of University Activities. In such cases, the University is fully committed to complying with all applicable regulations. Serious penalties, both civil and criminal, can result from violations of these regulations. The Office of Research Security should review and approve in advance any contracts subject to export control regulations. In addition, all parties to the contract must be screened to determine associated risks including, but not limited to, if they are identified on any U.S. government restriction or denial list and to assure, if they are listed, that their participation is allowable and appropriately managed. Specific research security measures may be necessary or recommended depending on fund source, location, activities, and identified risks.

viii. **Executive Vice President & Provost:**
Academic Program Agreements must follow all required procedures, obtain all necessary approvals, and be signed by the EVP & Provost or other authorized signatory, as summarized in FIN-035: Academic Approval and Signatory Authority for Academic Program Agreements.

ix. **Information Security:**
The University must maintain the privacy and security of confidential personal information and other data, as summarized in IRM-003: Data Protection of University Information.

x. **Real Estate and Leasing Services:**
Leases and facility use agreements for external parties to use University facilities, or for the University to use external facilities, must be reviewed by Real Estate and Leasing Services.

xi. **Licensing and Trademark:**
All contracts that involve use of the University's name, logos, or trademarks, or that might affect the University's image or brand, must be fully compliant with GOV-004: Use and Licensing of the University's Trademarks.

B. **Internal Approval of Contracts:**
Prior to signature, the authorized signatory should obtain the express approval of the director of the operational unit charged with performance of the contract.

C. **Standard Service Terms and Conditions:**
Academic Division units with prior approval to conduct revenue generating service activities (as

defined by FIN-049: Revenue Generating Activities) may do so on an invoice-only basis (i.e., without a contract), provided that the activities do not involve third-party use of University laboratory or research facilities or equipment, and provided that each invoice includes a reference and link to the University's unmodified standard terms and conditions, as follows:

"The services invoiced hereunder are subject to the University of Virginia's standard terms and conditions found at https://uvafinance.virginia.edu/sites/uvafinance/files/UVA_STC.pdf."

Please note that all revenue received from a foreign party, whether under a contract or by invoice only, must be reported to UVA Finance in compliance with Section 117 of the Higher Education Act of 1965.

4. **Legal Restrictions and Requirements:**
   A. **University Name:**
   The legal name of the University, "The Rector and Visitors of the University of Virginia," must appear on all contracts.

   B. **Governing Laws & Venue:**
   All contracts signed by an authorized signatory should be governed by the laws of the Commonwealth of Virginia (excluding its conflict of laws provisions) or be silent on the issue of governing law. If a party insists on the governing law of another state or country, then the authorized signatory must consult the Office of the University Counsel unless the authorized signatory has already received legal guidance on the matter. No contract shall include a provision in which the University must consent to or submit to jurisdiction in federal or non-Virginia state courts.

   C. **Arbitration:**
   No contract shall include a provision requiring the University to submit a dispute to binding arbitration, as this is prohibited by law. The unit paying for the contract must agree to be responsible for costs of any non-binding alternative dispute resolution (e.g., mediation) if the unit wants to accept such language in a contract.

   D. **Indemnification/Hold Harmless:**
   No contract shall include any provisions requiring the University to indemnify or hold harmless the counterparty for damages, losses, etc., resulting from claims against the counterparty by third parties.

   E. **Compliance with State Law; Contract Terms Inconsistent with State Law:**
   As used in this section, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

   No term or provision in any contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A contract containing such a term or provision shall otherwise remain enforceable.

   Any term or provision in such a contract that (i) makes the contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the contract to be conducted in another state or country shall be void. Such contract shall instead be deemed to provide for the application of the law

of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

5. **Compliance with Policy:**
   Failure to comply with the requirements of this policy may result in disciplinary action up to and including termination in accordance with relevant University policies.

   If an individual without delegated authority signs a contract on behalf of the University, the University may declare the contract void, and the unauthorized individual may be held personally liable for the payment and performance of the contract.

   Direct questions about this policy to the Office of the Executive Vice President & Chief Operating Officer.

Related Information

BOV-014: Signatory Authority
FIN-030: Purchases of Goods and Services
FIN-035: Academic Approval and Signatory Authority for Academic Program Agreements
FIN-043: Managing Export and Sanction Compliance in Support of University Activities
GOV-004: Use and Licensing of the University's Trademarks
IRM-003: Data Protection of University Information
IRM-017: Records and Information Management
RES-009: Proposal, Acceptance, and Management of Sponsored Programs
Medical Center Policy: Medical Center Procurement Guidelines

Freedom of Information Act (FOIA) Officer
Research Data Security & Compliance
Standard Purchasing Terms & Conditions
Standard Service Terms & Conditions
University Data Protection Standards
Vendor Security Review Standard
Section 2.2-4311.3 of the Code of Virginia (Chapter 27 of the 2025 Virginia Acts of Assembly)

Major Category Finance and Business Operations

Next Scheduled Review Friday, July 28, 2028

Revision History

Added Section 4.E. to comply with Code of Virginia §2.2.4311.3 9/30/25; Revised to address FAQs and codify current practice 7/28/25; Added Section 3.E 5/19/21; Updated 7/24/19; 2/22/17, 7/24/15, 12/22/14, 12/5/13, 5/15/13.

Supercedes Policy Text

VII.R.1, Contracts; V11.R.2, Functions of Administrative Offices Responsible for Executing Contracts.

Approved By Policy Review Committee

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