I. Policy

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to sign contracts and agreements or to negotiate and accept contracts and agreements binding upon the University are rescinded, and all previous resolutions or motions delegating such authority are revoked.

2. Compliance with Board Policy. All contracts and agreements executed pursuant to this policy must also comply with applicable Board of Trustees policy, including all procedures for the review and approval of such contracts and agreements established by the Board.

3. Definition. As used herein, the term “contracts and agreements” shall be understood to mean all legally binding documents with outside (non-University) parties executed on behalf of or in the name of the University of South Carolina or any of its campuses, colleges, schools, departments, or units, including but not limited to contracts, research agreements, employment agreements, purchase agreements, lease agreements, license agreements, rental agreements, gift agreements, memoranda of understanding, letters of agreement, grants, deeds, settlement agreements, and applications.

4. Oral Contracts and Agreements. It is the express policy of the Board of Trustees that no oral contracts or agreements shall be binding on the University of South Carolina.

5. Board of Trustees Documents. 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 an Assistant Secretary or Secretaries to perform this duty in the absence of the Secretary or at his discretion.

6. 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 of the Board of Trustees affixed thereto, except as set forth below:

(a) the Secretary of the Board of Trustees is authorized to appoint in writing an Assistant Secretary or Secretaries to perform this duty in the absence of the Secretary or at his discretion;

(b) the Chancellors of the four-year campuses, and the Vice Provost and Executive Dean for System Affairs and Extended University, are authorized to sign contracts and agreements on behalf of their respective campuses with a total value not in excess of $25,000, excepting research and research-related agreements, and employment agreements;

(c) the Vice President for Research and Health Sciences shall have 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, confidentiality agreements, and agency approval requests, and the authority to sign such documents on behalf of the University of South Carolina. The Vice President for Research and Health Sciences is authorized to designate an individual or individuals to perform this duty in his absence or at his discretion; provided, however, the signatory authority of such designated individual(s) shall not be effective until the Vice President for Research and Health Sciences has filed with the Secretary of the Board a written declaration of such designation(s);

(d) the USC-Columbia Athletics Director shall have the authority to sign agreements engaging the University of South Carolina to participate in intercollegiate athletics contests. The Athletics Director is authorized to designate an individual or individuals to perform this duty in his absence or
at his discretion; provided, however, the signatory authority of such designated individual(s) shall not be effective until the Athletics Director has filed with the Secretary of the Board a written declaration of such designation(s). A duplicate original of such athletics contest agreements shall be forwarded to the Office of the General Counsel not less than fifteen days from the date of complete execution thereof;

(e) the Director of Purchasing shall have the authority to sign official University of South Carolina purchase orders, provided such purchase orders comply with the provisions of the South Carolina Consolidated Procurement Code;

(f) the General Counsel shall have the authority to sign documents related to administrative or judicial proceedings, or matters undertaken to protect the rights or assets of the University of South Carolina, excepting settlement agreements. The General Counsel is authorized to designate attorneys in the Office of the General Counsel to perform this duty in his absence or at his discretion; provided, however, the signatory authority of such designated individual(s) shall not be effective until the General Counsel has filed with the Secretary of the Board a written declaration of such designation(s);

(g) academic deans, upon the approval of the Executive Vice President for Academic Affairs and Provost, shall have the authority to sign offer letters of employment for faculty; and division heads, upon the approval of the President or Vice President responsible for such area, shall have the authority to sign offers letters of employment for classified and unclassified positions. A copy of each offer letter shall be forwarded to the Division of Human Resources within fifteen days from the date of execution thereof.

7. Executive Committee Approval. In addition to the signature of the President or the Secretary, contracts and agreements with a total value in excess of $250,000 shall require the approval of a majority of the Executive Committee of the Board of Trustees; provided, however, contracts and agreements signed pursuant to the authority granted in Paragraphs 6(c) – (g) herein shall not require approval of the Executive Committee.
8. **Athletics Department Administrators.** In addition to the signature of the President or the Secretary, all employment agreements for athletics department administrators in excess of one year shall require the approval of a majority of the entire Board of Trustees.

9. **Academic Agreements.** Special ventures, exchanges and agreements to provide academic services must be viewed as contracts and any such agreement must be submitted to the Executive Vice President for Academic Affairs and Provost for review prior to execution as provided for herein.

10. **Contract 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.

11. **Contract Repository.** The Office of the General Counsel shall maintain a file containing all original contracts and agreements or duplicate originals as the case may be to which the University is a party; provided, however, the Office of Research and Health Sciences shall be the repository of all research and research-related agreements signed by the Vice President for Research and Health Sciences pursuant to the authority granted in Paragraph 6(c) herein. The Secretary of the Board of Trustees and the General Counsel shall have the authority and duty to review and evaluate all aspects and implications of University contracting, reporting to and advising the President and the Board of Trustees thereon.