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# Contract Process Guide

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**THE GEORGE  
WASHINGTON  
UNIVERSITY**

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WASHINGTON, DC

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## Contract Process Guide

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## I. Introduction

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This Contract Process Guide ("Guide") is intended as a reference to assist university employees in better understanding the processes and procedures associated with contracts and business transactions at the George Washington University ("GW" or "university"). University employees are encouraged to become familiar with the procedures in this Guide.

This Guide provides information to answer three key questions often related to contracts and business transactions:

- Which university offices need to review or approve a contract or a proposed transaction?
- Who is authorized to sign a contract?
- Where can additional information related to contracts or transactions be found?

For purposes of this Guide, the following terms are used throughout:



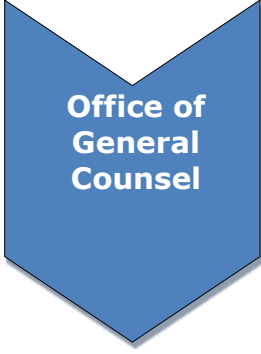
- The term "**contract**" means any agreement or other negotiable document covering a relationship and/or the mutual exchange of promises. A more detailed definition of the term is included under the FAQs.
- The term "**contractor**" or "**other party**" means the outside (non-university) party to a contract, including but not limited to suppliers, vendors, sellers, affiliates, collaborators, and similar parties.
- The term "**responsible university office**" means the school, division, department or office from which a desired transaction or contract originates. This office typically is responsible for the business terms of the contract, communicates with the contractor, and has the ongoing obligation to monitor the terms of the contract after it has been executed.
- "**OGC**" is an acronym for the Office of General Counsel at GW.

This Guide is available on the university's website – on the Procurement site and in a print version. This Guide is intended to be updated periodically. Please send questions, comments, and suggestions for improvements to [contracts@gwu.edu](mailto:contracts@gwu.edu) and include in the header of the email "Contract Process Guide."

*This Guide is not intended to provide legal advice for any particular situation. Legal advice can be provided only in the course of communication with an attorney in the Office of General Counsel ("OGC") with reference to the facts of a specific situation. Accordingly, this information should not be relied on as a substitute for obtaining legal advice from OGC.*

## II. University Contracts and Transactions – Where to Start

University contracts and transactions may be initiated in a variety of ways, but generally there are three (3) different contract initiation areas within the university. More detailed instructions on how to engage these offices are outlined in the following sections of this Guide.

 <p><b>Procurement and Travel Services</b></p>	<p><b><i>The purchase of most goods and services needed by the university community is managed by Procurement</i></b></p> <ul style="list-style-type: none"> <li>• Supplies (office, lab, scientific, computer, operations)</li> <li>• Business cards and stationery</li> <li>• Office furniture</li> <li>• Coffee and water service for offices</li> <li>• Amendments to existing contracts</li> <li>• Research related goods and services</li> <li>• Travel (including hotels and conference space)</li> <li>• Mobile phones and service</li> <li>• Shipping services</li> <li>• Consultants</li> <li>• Subscriptions and periodicals</li> </ul> <p><i>See Page 5 of this Guide for further information</i></p>
 <p><b>Specific University Offices</b></p>	<p><b><i>There are specific university offices that manage some specialized transactions. Examples include:</i></b></p> <ul style="list-style-type: none"> <li>• Sponsored projects/research</li> <li>• Gifts and bequests</li> <li>• Computer software</li> <li>• Personnel matters</li> <li>• Audio and video recordings on campus</li> <li>• Disposal of surplus property</li> <li>• International affiliation</li> <li>• Student activities</li> <li>• Rental of space at the university</li> <li>• Construction, renovation and repair services</li> <li>• Use of university name or image</li> <li>• Patents, technology transfer agreements</li> <li>• Transportation</li> <li>• Entertainment services (for on campus events)</li> </ul> <p><i>See Page 13 of this Guide for further information</i></p>
 <p><b>Office of General Counsel</b></p>	<p><b><i>If a desired transaction is not handled by either Procurement or a specific university offices, the matter should be brought to the attention of Office of General Counsel, such as:</i></b></p> <ul style="list-style-type: none"> <li>• Affiliations and collaborations</li> <li>• Professional services (e.g., auditors, search firms, or outside counsel)</li> <li>• Purchase and sale of specialized goods, such as works of art or relics</li> <li>• Nondisclosure and confidentiality</li> <li>• Publication agreements</li> <li>• Performance agreements</li> <li>• Educational database access</li> <li>• Liability waivers and releases</li> <li>• Amendments to existing contracts handled by OGC</li> <li>• Other unique or specialized transactions</li> </ul> <p><i>See Page 16 of this Guide for further information</i></p>

# Table 1 Procurement Options at GW



**Preferred Suppliers:**  
*Is the product or service available through iBuy Goods and Services or iBuy Travel? Is it on Procurement's list of Preferred Suppliers?*



**P-Card:**  
*The Procurement Card (P-Card) can be used for approved purchases of goods and services under \$3,000. Any written contract related to a P-Card purchase must be properly reviewed and signed by an authorized signatory.*



**Competitive Solicitation**  
*Competitive solicitation is required before a contractor can be selected for the majority of purchases over \$3,000. Solicitations may be in the forms of a quote (formal or informal), bid, or request for proposal. If the purchase is from a federal contract and over \$3,000, Procurement must handle the solicitation. If over \$150,000 using university funds, federal grants, or non-federal sponsored projects, Procurement must be notified and involved at the outset.*

**Appendix B: Competitive Exemption List**  
 The following purchases are exempt from Competitive Solicitation Form through Accounts Payable, or by Procurement Cards (P-Card) for payment. The purchases are broken into nine categories, been compiled and is maintained by the GW Procurement Office.  
*Please note that federal procurements that are subject to the FAR are greater than \$3,000 are NEVER allowed to be paid via a P-Card. If a good or service is listed below as exempt from the competitive solicitation process with the FAR is required by the Sponsor, the restriction to pay*

**Sole Source Selection:**  
*If a good or service is on the Competitive Exemption List (and is not federally funded), a responsible university office may select a contractor with no competition, and the purchase may be paid by P-Card or via Payment Request form. Sole source selection is also used in rare situations when restriction of competition can be justified successfully.*

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### III. The Purchasing of Goods and Services through the Procurement and Travel Services Department

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The [GW Procurement and Travel Services Department](#) is the primary vehicle for the purchase of goods and services for university purposes. The Procurement department is established to secure goods and services in a manner that is cost effective and efficient, compliant with applicable law, and utilizes formal solicitation where required or appropriate.

Procurement assists the university community in obtaining goods and services that meet requested specifications. They also:

- Negotiate contracts with preferred contractors for items and services at cost-effective prices
- Manage the university's systems and tools for purchasing goods and services, including iBuy+ services, Purchase Orders, and use of P-Cards
- Assist in a Competitive Solicitation Process when required for a purchase
- Review all necessary paperwork so that contractors are registered properly with the university and paid in timely fashion
- Issue Purchase Orders

**Table 1 Procurement Options at GW** presents the **four (4) methods** of Procurement available to the university community. Checking to see whether a good or a service can be obtained through a preferred supplier should always be considered first. If the good or service is not available through a preferred supplier, a P-Card may be used for standard purchases that are less than \$3,000. If the desired purchase is not available through a preferred supplier and not possible with a P-Card, the competitive solicitation process must be used. These methods, as well as sole selection, are further discussed on the following pages.

Contacting Procurement once a need is identified will help to ensure that a purchase is made in accordance with the university's policies and guidelines and will be defensible upon audit. Procurement can be reached at (202) 994-2500 or by e-mail, [procure@gwu.edu](mailto:procure@gwu.edu).

Check out the ***Glossary of Procurement Terms*** on pages 10 - 12 of this Guide to learn more about the Procurement terminology.

## Contracts with Preferred Suppliers

Procurement oversees contracts with the university's preferred suppliers and monitors the utilization of those suppliers. Many items needed by university offices can be acquired through these existing contracts. By using the university's preferred suppliers, better prices can be obtained and less paperwork is required. The following is a list of systems and tools available to the university community for obtaining goods and services through Procurement's preferred suppliers.

**iBuy+ for Goods and Services** is the preferred purchasing method. [iBuy+ for Goods and Services](#) is an online electronic requisition tool for university employees. It is equipped with both external and hosted catalogs designed to create a requisition. The use of iBuy Goods and Services minimizes paperwork, as Purchase Orders are issued automatically. The following are some of the items available through iBuy+ Goods and Services:

- Office supplies, including stationery and business cards
- Computer hardware and supplies
- Lab and scientific supplies
- Maintenance, repair, and operations supplies
- Office furniture

A complete list of preferred suppliers can be found by logging into [iBuy+ Goods and Services system](#) and browsing by suppliers.

**iBuy+ Travel.** Procurement also provides travel services and the GW [iBuy+ Travel](#) Booking tool. They are available to help book travel and take advantage of negotiated deals.

More information on booking travel at GW can be found at the [Travel Services website](#).

**Other Preferred Suppliers.** For some goods and services not available through iBuy+, Procurement has negotiated contracts and established easy ordering processes. Purchasing these products through the preferred supplier minimizes paperwork, improves service, and maximizes the university's buying power.

Information and ordering instructions for the following products can be found with the university's "Best Value" suppliers on the [Procurement website](#).

- Bottled and Filtered Water Services
- Recycled Ink and Toner
- Shipping services such as UPS and FedEx
- Temporary Staffing Firms

- Catering
- Document Shredding Services

**Centralized Cell Phone Program.** Procurement also has negotiated contracts with mobile phone providers to obtain cell phone devices and service at a reduced cost. More information on purchasing mobile phones can be found at the GW Cell Phone Program on the [Procurement website](#).

## P-Card

The university's procurement credit card (P-Card) may be used for standard purchases that are under \$3,000. P-Cards are assigned by the university to specific individuals. They can be used for the payment of goods and services not available for purchase through iBuy+ Goods and Services. Please refer to the [P-Card Usage policy](#) for basic guidance and information for the P-Card program. The policy identifies what can be purchased with a P-Card and who can use the P-Card.

More information on P-Card usage can be found at the [Procurement website](#).

## Competitive Solicitation Process

If a desired purchase is not available through a contract with a preferred supplier, not possible by use of a P-Card, and/or not on the competitive exemption list, the competitive solicitation process must be utilized. Oftentimes, the Procurement Department can be utilized to help with this process. The following questions should be asked to help to determine the necessary process to follow.

The **Competitive Exemption List** is a list of goods or services that, due to their specialized nature, do not require following a competitive solicitation process. Examples of items on this List include: advertising, legal services, subscriptions, and memberships. A full list of exempted items is included in Appendix B.

**Question 1:** *Is this purchase funded by federal contracts or grants?*

- Yes – For all purchases over \$3,000 using federal funds, written quotes are required and must be obtained through Procurement. For purchases under \$3,000, a P-Card or Payment Request through Accounts Payable with a single quote can be utilized.

- No – Proceed to Question 2.

**Question 2:** *Is this purchase exempt from competitive solicitation?*

- Yes – Goods and services on the [Competitive Exemptions List](#) (Appendix A) are exempt from the Competitive Solicitation Process. Proceed to Sole Source Selection on page 10.

- No – Proceed to Question 3.



**Question 3:** *What is the estimated dollar amount of the purchase?*

Based on the estimated dollar amount of the purchase, the following procedures should be followed:

<b>Table 2 Purchases over \$3,000 with University Funds, Federal Grants or Non-Federal Sponsored Projects</b>	
<b>\$3,001 - \$25,000</b>	<p>An informal quote process with a minimum of three (3) quotes is required. You may initiate this process or contact Procurement to assist you. Once quotes are received and a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> <li>• all quotes obtained</li> <li>• all documents received from the selected contractor (including any contract documents)</li> <li>• a Justification &amp; Approval form, if selected contractor is not the lowest bidder</li> <li>• if university funds, competition is encouraged but not required</li> </ul>
<b>\$25,001 - \$150,000</b>	<p>A formal quote process with a minimum of three (3) written quotes is required and may be initiated by you or Procurement. Once quotes are received and once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> <li>• all quotes obtained</li> <li>• all documents received from the selected contractor (including any contract documents)</li> <li>• a Justification &amp; Approval form, if selected contractor is not the lowest bidder</li> </ul>
<b>\$150,001 and above</b>	<p>A formal solicitation process is required, in the form of an invitation to bid or a request for proposal. Procurement must either assist with or administer the process. Once all bids/proposals are received and the contractor selected, send the following to Procurement via Requisition:</p> <ul style="list-style-type: none"> <li>• all bids/proposals obtained</li> <li>• all documents received from the selected contractor (including any contract documents)</li> <li>• a Justification &amp; Approval form, if selected contractor is not the lowest bidder or if Procurement did not conduct the solicitation</li> </ul>

**Review of Contract Documents.** All third-party contracts handled by Procurement must be reviewed by OGC and Risk Management and Insurance, as appropriate. If the responsible university office has initiated these reviews prior to submitting the online requisition to Procurement, include evidence of review and approval from the respective offices. If the contract documents have not yet been reviewed, be sure to indicate that and Procurement will ensure the contract is appropriately reviewed and signed.

## Sole Source Selection

For certain purchases over \$3,000, a contractor can be selected without utilizing competition.

Goods and services on the [Competitive Exemption List](#) (see Appendix A) are exempt from the Competitive Solicitation Process. This means a responsible university office may choose a contractor and the purchase may be paid by P-Card or via [Payment Request Form](#) through Accounts Payable. Neither a Requisition nor a Purchase Order is required for these purchases. Furthermore, unless requested by the responsible university office, Procurement will not be involved in these acquisitions (except to register contractors, via [new supplier registration](#) as needed). If the purchase involves a written contract, the Contract Review and Approval Process with the Office of General Counsel must be followed (see Section V of this Guide).

In other rare situations when a contractor is identified *without* use of the competitive solicitation process, the responsible university office must complete a [Justification and Approval \(J&A\) form](#), for approval by Procurement.

## Supplier Registration

Once a contractor is identified – through competitive solicitation or sole source selection, the contractor must register with the university in order to receive payment for goods or services.

Instructions related to registering a contractor can be found at the [new supplier registration](#) site on the Procurement website.

## Glossary of Procurement Terms

- ❖ **Competitive Solicitation Process**: A formal process providing an equal and open opportunity to qualified parties and culminating in a selection based on submitted documentation and established criteria. At GW, the Competitive Solicitation Process may be achieved through the issuance of an invitation to bid or a request for proposals.

- ❖ Formal Solicitation: A formal invitation to receive quotes, in the form of a request for proposal or an invitation to bid.
- ❖ Invitation to Bid: A formal bid solicitation document that is used when (1) the estimated value of the requirement exceeds the threshold for formal bidding (See Table 2 above); (2) two or more sources are considered able of supplying the requirement; (3) the requirement is adequately defined in all respects to permit the evaluation of bid against clearly stated criteria; and (4) bids can be submitted on a common pricing basis. An Invitation to Bid is intended to accept the lowest-priced responsive bid without negotiations.
- ❖ Justification and Approval (J&A): A form required to justify the selection of a contractor where the responsible university office does not utilize an informal or formal solicitation process (i.e., obtaining quotes or sending out an invitation for bid or request for proposals) or when the selected contractor is not the lowest bidder. In such cases, it is required when purchases are: (1) part of federal contracts and in an amount greater than \$3,000; or (2) made with university funds, federal grants, or non-federal sponsored funds in an amount of \$3,000 or more. The form requires a rationale for omitting the solicitation process. It is submitted to the Procurement Department through the online requisition for approval.
- ❖ Purchase Order (PO): A document issued by GW (the buyer) to a contractor, authorizing a purchase. It includes the terms and conditions that will govern the purchase and describes the purchase quantity and price. After a Requisition is approved by Procurement, Procurement issues a PO to the contractor.
- ❖ Quote: An offer by a contractor for the sale of a good or service. An informal quote can be verbal (received by phone and documented in the requisition) or written. A formal quote must be received in writing from the contractor. Quotes are requested so that the university can get the best price and quality.
- ❖ Request for Proposal: A request for proposal (sometimes known as a "RFP") is used to solicit proposals from potential contractors for goods and services. Unlike the invitation to bid, price is usually not a primary evaluation factor when a RFP is used. A RFP provides for the negotiation of all terms, including price, prior to contract award. It may include a provision for the negotiation of best and final offers. Use of RFPs can be a single-step or multi-step process.
- ❖ Requisition: A written request for an authorized purchase. GW requires submission of a Requisition for the purchase of most goods and services. If not generated automatically (i.e., through iBuy Goods and Services), Requisitions are created using Enterprise Accounting Services (EAS). Procurement reviews the choice of contractor to ensure it is not in conflict with an existing contract with a preferred contractor. Instructions on how to

create a Requisition using EAS can be found on the [Systems, Analytics & Insights Group \(SAIG\) website](#).

- ❖ **Requirements Document:** Documentation relating to a procurement – such as a specification or scope of work – that describes the good or service to be procured. The requirements document is used to solicit responses (bids or proposals) from contractors.
- ❖ **Scope of Work (SOW):** This is a written description of the contractual requirements for the materials and services contained within a Request for Proposal. The SOW can be compared to the specifications required for an invitation to bid. A scope of work should not be confused with a “statement of work” (defined in Section IX of this Guide under *Common Types of Contract Documents* on page 39), which is a formal document that details the work, deliverables, locations, timelines, pricing, and other requirements of a contractor in performing specific work.
- ❖ **Specifications:** A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for an award of a contract.
- ❖ **Task Order:** An order for services (also called a “statement of work” as defined in Section IX of this Guide under *Common Types of Contract Documents* on page 39) placed against an established contract (sometimes known as a Master Services Agreement). An example of a task order is the hiring of temporary staff against a contract that is already in place at GW. The task order would be for a set number of hours at the contracted rate for a specified type of position.

**For additional information on the procurement process please refer to the Procurement Department’s [website](#).**

## IV. Contracts Originating through Other Offices (Where Procurement is Not Initially Involved)

There are several types of transactions that are handled by particular offices in the university. The following is a list, by subject matter, of those transactions and the responsible office. If you are dealing with one of the transaction types noted below and have questions, you should reach out to the specific office to ensure the transaction will be handled appropriately. These offices should be contacted early in the contract process because they have expertise and existing processes in place that could be helpful. In many cases, after working with one of these offices, your contract should be reviewed by the Office of General Counsel in accordance with Section VI, the Contract Review and Approval Process.

<b>Contracts Handled by Specific University Offices</b>	
<b>Administrative University Software</b>	The <a href="#"><b>Division of Information Technology (DIT)</b></a> must be contacted to review all proposed transactions that have IT implications, including security and compatibility issues. DIT also must review all such contracts before they can be executed. The DIT-Service and Contract Management Office manages the contract review process for DIT. Contracts submitted for review and general questions can be submitted to <a href="mailto:itconmgt@gwu.edu">itconmgt@gwu.edu</a> .
<b>Audio and Video Production Services</b>	For production company services, the <a href="#"><b>Office of Risk Management and Insurance</b></a> has provided <a href="#">a list of approved production company contractors</a> , based on completion of a risk assessment.
<b>Audio and Video Recording Permission</b>	Recording on campus, including photography and filming, <b>must be</b> approved by <a href="#"><b>External Relations' Media Relations</b></a> department. Please contact <a href="mailto:gwmedia@gwu.edu">gwmedia@gwu.edu</a> for additional information.
<b>Construction and Renovation Services</b>	The <a href="#"><b>Division of Operations</b></a> coordinates and manages all construction and renovation projects on the GW campus. Operations' Office of Planning, Development and Construction maintains a process for administering construction-related contracts. The Office of Planning, Development and Construction can be reached at (202) 994-9155. For repair services, see below ('Repair Services').
<b>Entertainment Contractors</b>	For on-campus entertainment services (i.e., amusement activities, games) and production companies (i.e., lighting, sound, etc., for staged events), the <a href="#"><b>Office of Risk Management and Insurance</b></a> has conducted a risk assessment and provided <a href="#">a list of preferred contractors</a> .

<b>Gifts and Bequests</b>	<p>The Division of Development and Alumni Relations assists the university in the receipt of donations. Each of GW's schools and colleges, along with departments such as Athletics and Libraries, has their own development office. Initiating gift and bequest transactions should begin with these offices. Contact information is included in the following web link: <a href="#">How to Give to GW</a>.</p>
<b>International Affiliations</b>	<p>The <a href="#">Office of International Programs</a> must be consulted on all contracts with foreign entities and/or relating to activity overseas. They also must review all contracts with international affiliations prior to execution at GW. The Office of International Programs can be reached at <a href="mailto:oiip@gwu.edu">oiip@gwu.edu</a> or (202) 994-0470.</p>
<b>Personnel Matters</b>	<p><a href="#">University Human Resources (HR)</a> is available to provide expertise on employee personnel matters at GW, including employee/executive searches, employee performance, and employment contracts. With regard to contracts with search firms, to ensure the ability of the university to appropriately document the recruitment and selection process, to comply with reporting requirements under federal law, and to adhere to university policies and standards, the responsible university office must contact designated HR staff to coordinate search protocol with the search firm prior to the start of the search process. Within each school and division, a designated HR Client Partner can be reached to assist you. Contact information located at: <a href="https://hr.gwu.edu">https://hr.gwu.edu</a>.</p>
<b>Rental of GW meeting or performance space</b>	<p><b>External Relations' Events and Venues</b> department coordinate the scheduling, planning and executing of events held in campus meeting and performance spaces. Requests to rent space can be made through their online booking system (link below). For additional information, please contact Events and Venues at (202) 994-7470 or <a href="mailto:venues@gwu.edu">venues@gwu.edu</a>. <a href="#">Booking a Space at GW</a></p>
<b>Repair Services</b>	<p><b>Operations' Facilities Services</b> manages all on-campus repair and maintenance services, including housekeeping, moving services, pest control, life safety upkeep, grounds and recycling/waste management. Requests for maintenance are submitted using the Fix-It System (link below). Please contact (202) 994-2430 for additional information. <a href="#">GW Fix-It System</a> (to create a service ticket)</p>
<b>Sponsored Research</b>	<p>The <a href="#">Office of the Vice President for Research</a> works collaboratively with principal investigators and their department staff to properly submit research proposals and oversee the administration of grants and contracts throughout the life of a project.</p> <p>Each School and Gelman Library has a sponsored projects manager. Please consult the <a href="#">GW Research Directory</a> to find your contact. If you are unsure of who to contact, please contact <a href="mailto:osr@gwu.edu">osr@gwu.edu</a> or (202) 994-6255.</p>

<b>Student Activities</b>	The <b>Division of Student Affairs' <a href="#">Center for Student Engagement</a></b> has established clear steps for all registered student organizations working with external contractors to coordinate student activities. Information on Student Organization contracts can be found in Section 5 of the Student Org Handbook and on the <a href="#">Student Org website</a> . For additional information, contact the Center for Student Engagement at (202) 994-6555.
<b>Surplus Property Disposal</b>	The <b>Materials Management Department</b> handles disposal of surplus property and works to ensure the university complies with the <a href="#">Surplus University Property Policy</a> . Instructions on how to handle the disposal of surplus electronic equipment can be found in <a href="#">GW's Electric Recycling Brochure</a> . For additional information, please contact Materials Management at (202) 994-7203.
<b>Technology Transfer</b>	The <b><a href="#">Office of Technology Transfer</a></b> oversees all aspects of technology commercialization at GW, including licensing technologies and commercializing innovations. They can be reached at (202) 994-9785 or <a href="mailto:ott@gwu.edu">ott@gwu.edu</a> .
<b>Transportation Services</b>	For transportation services, the <b>Office of Risk Management and Insurance</b> has provided <a href="#">a list of approved transportation contractors</a> , based on completion of a risk assessment.
<b>University Name, Logo or Image</b>	Use of the GW name, logo and/or image is monitored by <b><a href="#">External Relations' Marketing and Creative Services</a></b> . To obtain permission for use of the university's name, logo and/or image, contact <a href="#">Licensing and Trademarks</a> at 202-994-3364 or <a href="mailto:ltp@gwu.edu">ltp@gwu.edu</a> . Please note that artwork must be submitted through the <a href="#">Artwork Approval Form</a> before the merchandise can be produced.

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## V. Contract Review and Approval Process with the Office of General Counsel

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If a transaction is not handled by the Procurement and Travel Services Department or any of the specific university offices discussed in Section IV, the Office of General Counsel ("OGC") should be contacted directly.

There are templates available for some purposes that, when used, may expedite the process. Please confirm with OGC regarding the use and execution of any template or form-based contracts. Contact your Finance Director to find out more.

### **Examples of Contractual Transactions Reviewed by the Office of General Counsel**

- Academic agreements including affiliations and collaborations with other institutions
- Certain professional services, such as auditors, search firms, or outside counsel
- Purchase and sale of specialized goods, such as works of art or relics
- Publication agreements
- Educational database access
- Performance agreements, including entertainment, speeches, and presentations
- Liability waivers and releases
- Nondisclosure and confidentiality agreements
- Amendments to existing contracts previously handled by OGC
- Other unique or specialized transactions

If you believe you need to develop an agreement of any kind that is not listed above and are uncertain how it should be handled, please contact the Executive Director of Procurement and Travel Services or OGC by emailing the contracts email at [contracts@gwu.edu](mailto:contracts@gwu.edu) for guidance.



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## VI. Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel

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### **Overview of OGC Review Process**

OGC drafts, reviews, and approves as to legal sufficiency, the terms and conditions of many of the contracts entered into by the university. As a part of its review, OGC focuses on the aspects of each contract that may be unfavorable for the university from a legal standpoint.

Detailed step-by-step instructions on the contract review process for contracts handled by OGC are provided in this Section. The process can be broken into the four main parts, as shown in the below Table 3: "Contracts Review Process Overview."

Table 3  
Contracts Review Process Overview

<b>I. Review and Comment</b>	<ul style="list-style-type: none"><li>• School/Division Review of the Contract</li><li>• Collateral Review</li><li>• OGC Review</li></ul>
<b>II. Negotiation</b>	<ul style="list-style-type: none"><li>• Negotiation of Terms of the Contract with Outside Party</li></ul>
<b>III. Final Approval and Signature</b>	<ul style="list-style-type: none"><li>• Obtain the Outside Party's Signature on the Contract</li><li>• Prepare the Contract and Routing/Tracking Sheet</li><li>• Route the Contract for Signature</li></ul>
<b>IV. Contract Retention and Monitoring</b>	<ul style="list-style-type: none"><li>• Responsible University Office Retains the University's Copy</li><li>• Responsible University Office Monitors the Obligations Under the Contract</li></ul>

**NOTE: ALL contracts must be submitted for review and comment BEFORE being routed for signature**

## Review and Comment

**Summary:** Before a contract is submitted to OGC for review, the responsible university office should review the contract carefully and make certain that it includes the terms the parties agreed upon.

The **finance director** (of the school or division) should also review the financial and business terms of the contract. Additionally, approval of the proposed relationship or activity that is the subject of the contract must be provided by the **dean or head of the division**. (See Step 1 "School/Division Review of the Contract").

Some contracts require review by **other GW departments** depending on the subject matter (see Step 2 "Collateral Review of the Contract"). If such collateral review is required, it may occur before or simultaneously with OGC review as further described below.

**OGC**, and any other reviewing departments, will review the contract and provide changes and comments to the contract to the faculty or staff member and/or the finance director. (See Step 3 "OGC Review of the Contract").

**Please note that the "contract review process" is generally the same whether the contract comes from a party outside of the university or is created by the university.**

School/Division review of the contract includes review of the contract by the faculty or staff member of the responsible university office involved in the proposed relationship or transaction, as well as by the finance director of the school or division.

Additionally, the dean of the school, vice president and/or other appropriate head of the responsible office should be made aware of the proposed contract at this time and given the opportunity to review and approve the contract so that his or her support is secured.

**It is important that the faculty or staff member of the responsible university office, who is managing the proposed relationship or transaction, read the contract in its entirety and determine that the contract language accurately reflects the expectations of that office and the university.**

**This school/division review must take place before the contract is forwarded to OGC or any other GW party for review.**

**Things a Responsible University Office should Consider when Reviewing a Contract:**

- Is it in the best interest of the university to enter into the contract?
- Does the contract meet the university's mission and programmatic goals?
- Does the contract make business sense?
- Has the dean/vice president/head of office reviewed the contract and/or its purpose and approved the commitment?
- Has the finance director reviewed the contract and approved the commitment?
- Are the business and monetary terms correct?
- Is the description of services (if any) correct?
- Are the obligations of the university under the terms of the contract understood, and are they correct?
- Are the obligations of the other party set forth correct?
- Is the term (start and end date; duration) correct?

Some contracts require supplemental review by additional university offices. The following is a list of types of contracts and the offices responsible for the collateral review. OGC can help coordinate collateral review by these departments.

<b>International Contracts</b>	<p><b>Office of International Programs</b> ("OIP"). Contracts that are with another party that is located outside of the United States as well as commitments involving students, faculty or staff going abroad should be forwarded to the OIP for review (forwarded directly by the responsible university office to OIP). <b>OIP review must take place prior to sending to OGC for review.</b></p> <p><i>Donna Scarboro, Associate Vice President for International Programs</i>  <a href="mailto:scarboro@gwu.edu">scarboro@gwu.edu</a>  202-994-0470</p> <p><i>Shawn Lenker, International Operations Coordinator</i>  <a href="mailto:sdlenker@gwu.edu">sdlenker@gwu.edu</a>  202-994-8460</p>
<b>Insurance, Indemnifications, Liability Clauses and/ or Waivers of Risk</b>	<p><b>Risk Management.</b> If a contract has insurance requirements, it should be forwarded to Risk Management for review. Other risk management issues will be reviewed in coordination with OGC.</p> <p><a href="mailto:risk@gwu.edu">risk@gwu.edu</a>  202-994-3265</p>
<b>Use of Name; Public Representations of the University</b>	<p><b>External Relations: Office of Creative Services and Marketing.</b></p> <p><i>Merchandise contractors, <a href="mailto:ltp@gwu.edu">ltp@gwu.edu</a></i>  <i>All other contractors, <a href="mailto:visualidentity@gwu.edu">visualidentity@gwu.edu</a></i></p>
<b>Student Information</b>	<p><b>Office of the University Registrar.</b> If the contract involves the use of student information, please contact the Office of the University Registrar to discuss the proposed use.</p> <p><a href="mailto:registrar@gwu.edu">registrar@gwu.edu</a>  202-994-0601</p>
<b>Online/Off-Campus Academic Agreements</b>	<p><b>Office of the Vice Provost for Online Education and Academic Innovation.</b> If a contract contemplates recruiting and admitting students who will take courses from a location other than at a GW campus, please contact the Office of the Vice Provost to ensure that the university is properly registered with state education departments.</p> <p><a href="mailto:paulberman@gwu.edu">paulberman@gwu.edu</a>  202-994-6863</p>
<b>Computer Hardware and Software Applications</b>	<p><b>Division of Information Technology.</b> If your office is seeking to purchase new computer hardware or software, please consult the Division of Information Technology to confirm that the hardware or software will be compatible to university computer systems.</p> <p><a href="mailto:itconmgt@gwu.edu">itconmgt@gwu.edu</a></p>

The Office of General Counsel reviews a contract to:

- Confirm that the contract is consistent with the law;
- Ensure that important legal terms that protect the university are included;
- Identify any unusual, burdensome or unanticipated risks;
- Make certain that obligations are clearly stated; and
- Assist the responsible university office in making certain that the contract has been reviewed by all necessary GW reviewing parties.

### **How to send a contract to OGC for review:**

**Send the contract attached to an email to [contracts@gwu.edu](mailto:contracts@gwu.edu).**

An electronic version of the contract (preferably a word document, but otherwise a PDF) should be sent to [contracts@gwu.edu](mailto:contracts@gwu.edu). This email account is monitored by attorneys in OGC.

The e-mail should include information such as:

- A description of the subject/purpose of the contract.
- Name and any relevant information about the other party.
- The term of the contract.
- Financial terms (if any).
- Names of other offices or persons that have already reviewed the contract, if any. (For example, Risk Management or Office of International Programs).
- Any other information that may be useful for OGC to know.

If there is a preference for a specific attorney to review a contract, please identify that attorney in the e-mail and OGC will do their best to assign the contract to that attorney. The assignment, however, will be subject to the attorney's availability and current work load.

#### **OGC Review Turn-Around Time.**

OGC strives to conduct reviews on a timely basis. However, when initiating a contract for review, whenever possible, please provide a reasonable period of time for such review. Depending on the complexity of the contract and other factors, the review process may take up to a week or more.

### ***Rush Review***

Please provide sufficient time for contract review. It is understood that from time-to-time, circumstances may result in needing a quicker than usual turn-around. If the contract is a rush (needs to be turned around in 24-48 hours or less), please put that information clearly at the top or in the subject line of the e-mail.

After all the comments, questions, and requested changes of the university have been compiled and addressed, as appropriate, the contract is ready to be returned to the other party to begin negotiations.

# Negotiation

Negotiation is defined as a dialogue between two or more parties, intended to reach an understanding and to resolve points of difference. If the other party disagrees with the university's requested changes or has requested changes of its own, the contract must be negotiated.

Negotiation most easily occurs when the contract is emailed between the two parties. In many cases, it is preferable to have the business people on both sides reach a mutually acceptable agreement without involvement of attorneys. Therefore, it is usually the responsibility of the responsible university office to negotiate the requested changes to the terms of the contract with the other party to reach agreement regarding the final terms of the contract. (See discussion below, however, if counsel for the other party is involved.) OGC (and other interested reviewers, as appropriate) should be consulted during the negotiation between the parties responsible, as needed. Step 4 below provides general guidelines for negotiation.

## 4

### Negotiation of Terms of the Contract with Contractor

All changes and comments to a contract made by the university must be forwarded to the other party for its review and comment.

- The responsible university office forwards the contract to the other party for its review and informs OGC and other GW reviewing offices, as applicable, of the outcome of that review.
  - If the other party provides changes and/or comments to the contract, the contract must be re-submitted for review to all GW reviewing offices.
  - The responsible university office is responsible for sending the contract to the other party with the university's requested changes and then re-submitting it for additional reviews by GW reviewing offices, as necessary.
- If the other party involves an attorney in the negotiations, then OGC will negotiate directly with the other party's attorney. In those cases, OGC will settle legal terms to a contract in discussions with the other attorney.
- This review exchange between the university and the other party continues until all terms are acceptable to both the university and the other party.
- Once accepted by both the university and the other party, the contract is ready for final approval and signature by the authorized signatory.

## Final Approval and Signature

Once there is a version of the contract that both the university and the other party have accepted as final, the contract may be routed for final approval and signature. By this point, the contract has already been sent for review and been approved by the appropriate GW reviewing parties (Steps 1 through 3 under "Review and Comment"). Any recommended changes will have been made (and reviewed again as needed), so that when the contract is routed for final approval and signature, those providing their approval will only need to verify that the contract being routed is the one they have already reviewed and approved.

### 5

#### Obtain the Other Party's Signature on the Contract

- ❖ Have the other party sign the contract and return it to the responsible university office for routing within the university for signing.
- ❖ If the university signed the contract first (and the other party signs second), be sure to have the other party return one fully signed copy to the responsible university office.

### 6

#### Prepare the Contract for Approval Signature Process

Contact your Finance Director for assistance with this final approval process. To help you prepare to gain the assistance you need most efficiently, below find a table highlighting important information about approvals.

As further discussed under Section VII, Signature Authority, a contract entered into on behalf of the university may only be signed by an individual who has been delegated signature authority. Please review Section VII, if you are uncertain of the proper signatory, contact your Finance Director or the Office of General Counsel.

**The following table outlines the information important to obtain final approvals.**

<p><b><u>Description</u></b></p> <ol style="list-style-type: none"><li>1. Title/Name of the contract</li><li>2. Other/Third party's name</li><li>3. School/Division department information (initiator, owner)</li><li>4. Term of contract; financial information (estimated cost and estimated revenue); and type of contract (new, renewal, amendment, other)</li><li>5. Purpose/Description of the contract (include important business terms)</li></ol>
<p><b><u>Approvals</u></b></p> <ol style="list-style-type: none"><li>6. Names and titles of relevant reviewing parties:</li></ol> <p><u>Finance Director</u>: School or Division finance directors must review and sign-off on the contract.</p> <p><u>Head of School/Division</u>: This is most often the person holding the most senior position in your School or Division (often a dean or vice president).</p> <p><u>Secondary School/Division Administrator</u>: If the subject of the contract is of interest to more than one School or Division, include its head of school/division.</p> <p><u>Collateral Review Participants</u>: Include any collateral reviewers, as necessary. For a list of those involved in collateral reviews, see Step 2, part of Review and Comment.</p> <p><u>Office of General Counsel</u>: This will be the attorney who reviewed the contract.</p> <p><u>Appropriate Signatory</u>: This will be the person who holds the appropriate signature authority to sign the contract. Most often this is the Executive Vice President and Treasurer, Provost, Vice President or Dean.</p>
<p><b><u>Contact Information</u></b></p> <ol style="list-style-type: none"><li>7. Include a point of contact and contact information in case anyone in the approval chain has questions or concerns</li><li>8. Contact information for responsible university office and OGC contact</li></ol>

**Make sure the *final approved version* of the contract is sent for signature (and not an earlier draft version).**



Most contracts are routed for final review and signature in paper format. It is, however, acceptable to request final review and sign-off on a routing/tracking sheet by email. Additionally, this process is being automated, contact your Finance Director to clarify the appropriate process in your organization.

In general, the order a contract is routed for final review and sign-off should follow the list set forth on the routing/tracking sheet. Do not create your own signature routing sheet, use the template that Finance Directors have. It should start within the school or division, be sent to all other GW reviewing offices, and end with the final signatory.

1. Finance Director and head of the school or division;
2. Secondary schools or division heads, if applicable;
3. Collateral reviewers, if applicable;
4. The Office of General Counsel attorney;
5. The appropriate signatory (usually the Executive Vice President and Treasurer, the Provost, Vice President or Dean).

**Note:** The appropriate signatory will not sign the contract if a routing/tracking sheet is not included with the contract or the Office of General Counsel or other relevant offices have not yet signed-off on the routing/tracking sheet.

**Remember:** Be sure to provide a fully signed copy to the other party after the appropriate signatory of the university has also signed (and vice versa).

## Contract Retention and Monitoring

Responsibilities do not end after a contract is fully executed by the parties. The responsible university office has the obligation to hold on to a fully signed copy of the agreement and oversee the performance of the contract.

### 8

#### Responsible University Office Retains the University's Copy

The responsible university office is the official record keeper of the contract (not OGC). OGC makes an effort to keep draft copies of the contracts it reviews but is not responsible for keeping copies of executed contracts.

- **Contract Original.** The responsible university office is the official custodian of the original contract, which should be retained in accordance with the [University Records Management Policy](#).
- **Copy of Contract.** The responsible university office must be able to provide a fully executed copy of a contract upon request by internal or external auditors, or by other GW offices such as the Office of the Comptroller, and OGC.
- **Contract Log.** The responsible office or the finance director of the school or division should work with the school or division to develop a system of management or other organization of all the contracts it holds, such as a log or other record keeping method. It should include information such as the other party's name, contract start date, and contract expiration date, and other information useful for proper monitoring of the university's obligations or expectations (see Step 9). Addendums and amendments should also be monitored with reference to their respective contract.

## Responsible University Office Monitors the Obligations under the Contract

The responsible university office has the obligation to oversee the performance of the contract and monitor the university's compliance with the terms of the contract. If necessary, it may be helpful to set up a reminder system to effectively manage contract terms, including but not limited to the following:

- Service deadlines/delivery of goods
- Payment dates
- Termination date/option to renew
- Other obligations (reporting requirements, etc.)

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## VII. Signature Authority

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A contract entered into on behalf of the university ***may only be signed by an individual who has been delegated signature authority.*** A delegation of authority represents the legal power to act in the name of the university or to bind the university to an obligation or promise.

**Note:**

The university retains the right to refuse to recognize as binding any promise or obligation made on behalf of the university by an unauthorized person. In such circumstances, those signing contracts or attempting to bind the university without authority may become personally responsible for the contract and may be subject to university disciplinary action.

### Who Has the Authority to Sign?

#### **University Bylaws and the Signing of Contracts and Agreement Policy.**

The authority to sign contracts is governed by the university's Bylaws and its [\*Signing of Contracts and Agreements Policy\*](#).

**The Bylaws states that authority to sign contracts and other binding documents rests with only the president, provost, and executive vice president and treasurer, or those specifically authorized by the Board of Trustees.**

- The president or treasurer may execute contracts and other instruments as required to conduct the university's business operations.
- The president and provost may execute contracts, faculty appointment letters, and other instruments related to the management of the university's academic programs.
- While the provost and executive vice president and treasurer regularly sign contracts on behalf of the university, the signature of the president is generally reserved for only significant contracts where it is specifically required.

**The signature authority of the president, provost, and executive vice president and treasurer may be delegated to others.**

- Various signature delegations have been made by the provost and the executive vice president and treasurer, as listed in the Signature Authority Table (further described below).

- Authority to sign includes both physical signatures in ink and “click-through agreements” that acknowledge the acceptance of, or agreement to terms and conditions.

### **Signature Authority Table.**

**Faculty and staff *MAY NOT* sign contracts on behalf of the university, unless they have a written and signed delegation.** At GW, certain individuals have been delegated the authority to sign particular contracts on behalf of the university. The university has created a table known as the *Signature Authority Table*, which includes a list of valid delegations of signature authority. The Table is appended to this Guide as *Appendix B*.

Unless the claimed authority is included in the Signature Authority Table or you have been advised by OGC of the existence of a delegation, you should ***assume that there is no delegation*** and thus, no signature authority. If you are not sure who should sign a contract, please contact OGC.

### **Delegations of Signature Authority.**

Delegations are made via written memoranda that are signed by the individual granting the authority. When any delegation of authority is sought, you should work with OGC. OGC will assist in the preparation of a delegation memorandum. A proper signature delegation memorandum will include the following:

1. Full name and title of individual who holds authority;
2. Full name and title of individual receiving authority;
3. Statement of source of authority held by individual granting authority;
4. Clear and specific limitations of the authority to be granted, which may include:
  - time period
  - type of document
  - fiscal amount
  - other limitation;
5. Review and approval by the senior vice president and general counsel;

6. Review and approval by the executive vice president and treasurer and/or the provost and executive vice president for academic affairs, as appropriate; and
7. Signature of individual who holds and is granting authority.

### **Subdelegations of Signature Authority.**

Individuals who have been granted signature authority may have, in some cases, also received authorization to sub-delegate their signature authority to someone else in their department or unit within limited circumstances. Any such subdelegation must also be in writing. If there is any question of whether a delegation of signature authority may be subdelegated, please contact OGC.

### **Final Notes on Approvals:**

- ❖ A form routing/tracking sheet is included with this Guide as [Appendix C](#). Instructions on how to fill out the routing/tracking sheet can be found below.
- ❖ Include an original copy of the contract for each signing party (usually two copies) with the routing/tracking sheet when routing for signature, so that each signing party may receive a copy of the contract with original signatures.
- ❖ If the agreement is an independent contractor agreement, the [worker classification form](#) approved by the Tax Department must be included.

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## VIII. Contract Basics: FAQs

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### **What is the purpose of this Guide?**

This Guide is intended to inform university employees on the appropriate procedures for creating, reviewing, and signing university contracts. The failure to follow this guidance may result in a contract binding the university to unfavorable terms. Once a contract is signed, the university's options for addressing difficult or unfavorable terms in the contract are limited. In addition, if an employee signs a contract without authority, that person could be held personally responsible for the contractual obligations.

If you seek information concerning contracts related to sponsored projects, you should reach out to the [GW Office of Sponsored Projects Administration](#).

### **What is a contract?**

A "contract" is any agreement (whether in writing or oral) between the university (on behalf of any of its offices, divisions, schools, departments, etc.) and one or more external parties (usually these are contractors of goods or services or entities with which the university seeks to affiliate) that is intended to create an obligation. There must be an exchange of something of value between the parties or an obligation to take some affirmative action, such as to pay money, perform services, or provide goods. Occasionally, a contract obligates a party not to do something, such as not to disclose information. A contract may also bind a party even if the party is receiving something of value at no charge, such as a license, data use agreement or a release from liability.

A document need not be called a "contract" to be considered a legally binding instrument. A "contract" may be called an "agreement," "terms and conditions," "purchase order," "letter agreement," "subcontract," "sub-award," "sub-grant," "memorandum of understanding," "letter of intent," "letter of understanding," or "waiver." It is also possible that the document may not even have a specific title.

For a list of common types of contracts, go to Section IX on page 39, which is the next section of this Guide.

### **Where do contracts come from?**

Many contract documents originate from an outside party seeking a business relationship or affiliation with the university. Sometimes the university seeks out a business relationship or an affiliation and has a template created by the university that is ready to be used. Occasionally, a completely new contract needs to be created to fit a particular purpose. OGC will assist with drafting new contracts.

### **Should a contract be in writing?**

Yes, a contract should be in writing. A well-drafted contract will protect the university's interest and reduce the possibility of misunderstandings between the university and the other party. It can also manage expected costs and allocate

risks. At a minimum, a contract should always contain the fundamental information necessary to understand the intent of the parties. Such basic information includes the names of the parties, the responsibilities and obligations of each party, the duration of the contract, the terms of payment (if any), the procedures necessary to terminate, and signature lines for execution of the contract by authorized representatives of each of the parties.

### **Verbal Agreements: Can I just “shake on it”?**

Verbal agreements (a statement of commitment by a university employee who has or appears to have authority to bind the institution) should be avoided. Although a verbal contract may in certain instances be valid and enforceable, a written contract will help define expectations and prevent misunderstandings.

### **What about an agreement by Email Exchange?**

Along the same lines, when engaging in e-mail communications regarding a proposed arrangement, individuals should be careful to avoid language that could be read as an immediate commitment. Whether communicating orally or via email, university employees should be clear with the other party that the communications are only negotiations and any resulting agreement between the parties is dependent on the execution of a written contract that satisfies the university’s contracting requirements.

### **Do I have authority to sign a contract and bind the university? Who can sign a contract (or an agreement, memorandum of understanding or other document that will bind the university to obligations or commitments)?**

No employee of the university, including officers, faculty, and staff, is authorized to bind the university unless he or she has been delegated authority to do so. Such authorization must be evidenced in writing. Neither students nor student organizations have authority to bind the student organization or the university. In order to determine which individuals have authority to bind the university, please refer to the university's Signing of Contracts and Agreements Policy

Appended to that Policy is a table of the university’s authorized signature delegations. Further information on signature authority can be found in Section VII on page 28 of this Guide. Questions concerning the Policy and signature authority may be addressed to OGC.

### **Do “click-through” contracts need to be reviewed? How are they “clicked” by an authorized signatory of the university?**

Yes, online click-through (or “click-wrap”) contracts should be properly reviewed prior to acceptance. A click-through contract is a form of agreement mostly found on the internet, where the end-user manifests acceptance of the terms and conditions of the contract by clicking an “ok” or “agree” button. Often the terms and conditions of the contract are available through a web link. Prior to accepting the contract terms and conditions send the link or a scan of the complete terms and



conditions of the click-through contract to OGC, via [contracts@gwu.edu](mailto:contracts@gwu.edu). OGC will review the contract and follow-up with the responsible university office regarding the proper procedure for approving (“signing”) the contract. If the contract is for an item that is related to information technology or software, then the Division of Information Technology must also be consulted. The responsible university office is required to keep copies of all click-through contracts on file.

### **What is an electronic signature? Is it OK to use one? What about a copy of a signature?**

An *electronic signature* can be one of many things – an image of a handwritten signature, a symbol, a voice print – anything used to identify the author of an electronic message or signatory of an electronic document. Many forms of electronic signatures are vulnerable to copying, tampering, and forgery.

A *digital signature* is a secure form of an electronic signature that can be thought of as an equivalent of a handwritten notarized signature. A digital signature is created with software that uses technology that binds a signature to a document and provides proof of signatory and is designed to resist tampering or alteration.

Currently, the university uses certain forms of electronic signatures, including digital signatures, for internal forms between departments.

Except in specific circumstances related to contract documents in the Office of Research, the university does not endorse the use of electronic signatures with external parties because of vulnerabilities. This does not, however, include a prohibition of scanned copies of manually signed contracts. Although the use of an image of a signature is discouraged (i.e., copy and pasting an image or picture of a signature into a document), it is permissible to keep a signed scanned copy of a contract. In this situation, an entire document is printed out, signed by hand, and then scanned or copied for distribution purposes.

### **Who do I contact for help with contracts?**

Finance Directors should be able to answer your questions or point you in the right direction. The Procurement Department is responsible for most purchases of goods and services and may also be helpful, and the Office of Sponsored Projects Administration in the Office of the Vice President of Research is responsible for research proposals and agreements. Additionally, there are a number of other departments that handle common university transactions, which may be able to provide assistance. A list of those common transactions and the responsible departments can be found in Section IV on page 13 of this Guide. You also may contact OGC for assistance by emailing the contracts email at [contracts@gwu.edu](mailto:contracts@gwu.edu).

### **How do I process contracts related to sponsored research?**

The Office of the Vice President for Research’s Office of Sponsored Projects Administration (SPA) is responsible for the handling of research proposals, as well as the preparation, interpretation, negotiation, and execution of agreements on behalf of the university, for projects funded by federal and state agencies,

foundations, and other public and private sources. The SPA also drafts, negotiates, and executes awards and sub-awards for collaborative research. The processing of research related contracts and sub-awards are jointly coordinated by the SPA and the Procurement Department. If you are a recipient of a sponsored research grant or contract, please contact your sponsored projects manager for further guidance. Each school and Gelman Library has a sponsored projects manager; please consult the GW Research Directory to find your contact. If you seek information concerning contracts related to sponsored projects, you should reach out to the [GW Office of Sponsored Projects Administration](#).

**Are there any university approved standard contracts that I can use?**

The Office of General Counsel, working with various offices, has created standard contract templates to address certain routine contractual transactions. These contract templates are generally prepared for certain user groups that have demonstrated a recurrent need and are limited to use by that group. If you think you have a need for a standard contract template, please contact OGC for assistance by emailing the contracts email at [contracts@gwu.edu](mailto:contracts@gwu.edu).

**I have been using a form contract for many years that has worked well for me. May I continue to use it?**

If your form contract has been reviewed by the Office of General Counsel within the past year, it may still be acceptable. However, please consult with OGC before proceeding. The Office of General Counsel will review the form contract and let you know whether any changes or updates may be required.

**What is the proper name to use for the university in a contract? Can my school or division be a party to a contract?**

All contracts should be in the full legal corporate name of the university (i.e., not the name of the school or division). That name is:

The George Washington University

If you find that identifying the responsible school or division is necessary, the contracting party may be identified as "the George Washington University on behalf of its School of \_\_\_\_\_." A contract *should never* be made in the name of just a school, office, division or department; the full legal corporate name of the university should always be used when first representing the institution.

**A contractor sent me a statement of work instead of a contract. What should I do?**

You should ask the contractor if the university has a signed master agreement with the contractor. If so, also ask for the name of the contractor's primary contact for that master agreement. You should then send the statement of work, the name of the primary contact (if provided), and any other information you have to the Office of General Counsel by sending an email to [contracts@gwu.edu](mailto:contracts@gwu.edu). The Office of

General Counsel will review the statement of work and assist in making sure that it is processed correctly.

### **Are there special requirements pertaining to international contracts?**

Yes. The Office of International Programs must be involved when the other signing party is based outside of the United States. Additionally, under the following circumstances, agreements may need to be reviewed by International Programs, so find out prior to submitting for approval: (1) When there is activity occurring outside of the United States (other than research) and (2) If the agreement involves an international entity. Contact information for their office can be found under Section IV, Contracts Originating through Other Offices, on page 13.

### **Are there special contract requirements regarding the use of the university's name and trademarks?**

The university's [Name, Logo, Seal, and Color Usage Policy](#) provides guidance on the proper use of GW's name and trade or wordmarks. University offices must adhere to this Policy and can seek guidance from [Marketing and Creative Services](#) in the Division of External Relations, when questions arise.

When a third party requests use of a GW logo, a written contract between the university and the third party must be created. The university office initiating that contract is responsible for verifying the legitimacy of the third party's use of the university's name and marks. They are also responsible for monitoring the permitted use to ensure that it does not exceed the allowed scope of the permission granted as outlined in the university guidelines. In addition, the Division of External Relations should review and approve the contract before it is signed. Additional information on this process can be found in Section VI, Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel, which begins on page 17 of this Guide.

### **What is "indemnification"?**

Generally speaking, an indemnification clause requires that one party take on the obligation to pay the other in the event of a loss or damage. Indemnity is the act of making someone "whole" (equal to what they have lost) or protecting them from identified losses.

Depending on the subject matter of the contract, different types of indemnification clauses might be appropriate based on the types of loss or damage could possibly be incurred under the circumstances. Indemnifications often are related to insurance requirements or insurance coverage and thus should generally be reviewed by Risk Management and Insurance. See Collateral Review of the Contract on page 20 of Section VI, the Step-By-Step Instructions: Contract Review and Approval with the Office of General Counsel, for more information on when and how to contact the Risk Management office.

### **Where can I learn more about insurance obligations and the university's insurance requirements?**

The Office of Risk Management and Insurance maintains the university's standard insurance and indemnification requirements. Insurance is required to be addressed in most contracts with university contractors to ensure that there are funds to cover identified losses to the university (such as bodily injury, property damage, or liability exposure) caused by an act or failure to act on the part of the contractor. The types of insurance and limits required are tailored to particular activities, and take into account the severity of the potential loss and not just the value of the contract.

Risk Management has prepared the [Contract Insurance Matrix](#), available on their website. It sets forth the university's standard insurance requirements for certain types of transactions and services. Notwithstanding the foregoing, Risk Management should always be consulted regarding specific insurance requirements. Risk Management's review and approval of indemnification and insurance clauses is often required as part of the contract review process which is explained in Collateral Review of the Contract on page 20 of Section VI, the Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel.

For any questions regarding indemnifications and insurance, please contact Risk Management at [risk@gwu.edu](mailto:risk@gwu.edu).

### **What is a worker classification form?**

The worker classification form is a questionnaire concerning the work to be performed by an individual for the university. An individual's worker classification must be determined prior to the commencement of the performance of services so that the university can determine whether the individual must be legally considered an employee or an independent contractor. If the university's relationship with the individual satisfies the Internal Revenue Service's and related common law standards for independent contractor status, the services may be contracted by using an independent contractor agreement. University offices that engage individuals to provide services must submit the required documentation for determination of each contractor's status before any services are performed or payment requests are processed. This process is managed by the GW Tax Department. More information about worker classification can be found on the [Tax Department website](#).

### **A contractor has requested proof of the university's sales tax exempt status, where do I get this?**

The university has been granted an exemption from sales tax on qualifying purchases for our educational operations in the District of Columbia and from the states listed on the [Tax Department website](#). Each state determines which goods and/or services are eligible for exemption from taxation. Be sure to determine whether the transaction is exempt from taxation or contact the [Tax Department](#) for guidance.

Sales tax exemption certificates must be presented to contractors at the time of purchase and often contractors will request proof of exemption from tax when negotiating contract terms. The Tax Department can be reached at tax@gwu.edu or at (703) 726-8313.

**A contractor has requested a Form W-9 from the university. What is the Form W-9, and how do I obtain a copy?**

The Form W-9 is the Internal Revenue Service form used to provide the university's taxpayer identification number (TIN). The Form W-9 can be found at the [Tax Department website](#).

**What if a problem arises after a contract is signed?**

If a responsible university office enters into a contract on behalf of the university, it is the office's duty to ensure that the university fulfills the obligations under the contract. In addition, in the event that the other party fails to fulfill its contractual obligations to the university or if other problems arise, it is the responsible university office's duty to bring this to the attention of the appropriate university officials, including the Office of General Counsel, to ensure that the university's rights are enforced. If any questions or concerns arise regarding the performance of a contract or the enforcement of the university's rights, please contact OGC by emailing contracts@gwu.edu.

**A registered student organization wants to enter into a contract. What do we do?**

The Center for Student Engagement has established policies and procedures to comply with the university's contracting requirements. They also have available standard form contracts which can be used in connection with events that student organizations may want to organize. Thus, student organizations should contact the Center for Student Engagement at (202) 994-6555 if they want to enter into a contract. Failure by students or student groups to follow the policies and procedures established by the university with respect to contracting by student organizations may constitute a violation of the Student Code of Conduct and that could result in a disciplinary action against the individual or group found to have violated such policy or procedure.

**If I am purchasing a good or service with a P-Card and a contract is part of the transaction, does it need to be reviewed? Who signs it?**

Any time you engage with a contractor and the contractor requires a contract to be signed (regardless of how the financial obligations will be met), the contract must go through the appropriate review process (see Section V, Contract Review and Approval Process) and be signed by an authorized GW signatory. Once a contract has been reviewed and signed by both parties, the payment to the contractor can be made through an online requisition with Procurement or by P-Card. If by P-Card, both the invoice and a properly executed copy of the contract are required as supporting documentation when submitting an expense report through the [P-Card Expense Reporting process](#).

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## IX. Common Types of Contract Documents

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While many types of contracts exist, below is a brief list of the types that may be used at the university. This is by no means an exhaustive list. If you do not find the type of contract you have questions about listed below, contact the Office of General Counsel.

- ❖ Addendum: An addendum is a document attached to and executed with the original contract, making it a part of the original contract from the start. It usually contains information or requirements of the parties that are not fully spelled out in the contract. An addendum should not be confused with an *amendment (or modification)*, which is a document that modifies an already signed contract.
- ❖ Affiliation Agreement: An affiliation agreement is a contract between the university and another entity for purposes of establishing a relationship to provide an educational opportunity for students or share academic programs, personnel, and/or resources for a particular purpose. Affiliation agreements are fundamental to the relationships GW has with many other entities. They may be entered into with other universities and colleges, federal agencies, state entities, school districts, non-profit organizations or other private companies/businesses, both domestic and international. The purpose of affiliation agreements is to memorialize each party's rights and responsibilities with respect to the educational opportunity addressed in the agreement.
- ❖ Amendment or Modification: An amendment is a modification made to the terms of an already accepted (signed) contract. It is a formal written statement made to add information to, or change information in an existing contract. When an amendment is properly signed by representatives of each party to the original contract, it will have the same legal power as, become a part of, or may, in part, supersede terms in, the original contract.
- ❖ Confidentiality Agreement: See Non-Disclosure Agreement.
- ❖ Gift Agreement or Gift Memorandum of Understanding: A formal contract documenting a charitable contribution to the university by a donor. The contract will specify the gift, promise, commitment, and/or undertaking of a donor, and will set forth what restrictions, if any, are placed on the gift. Guidelines related to the content of a gift agreement are outlined in the [Gift Acceptance Policy](#).
- ❖ Independent Contractor Agreement: Independent contractor agreements (sometimes also known as a Professional Services Agreement) are used when contracting for services with an individual who offers services to the general public. It is important to determine an individual's worker classification prior to the commencement of the services and to distinguish between those who will be considered independent contractors and those

who will legally be considered an employee. If the university's relationship with the individual satisfies the Internal Revenue Service's and related common law standards for independent contractor status, the services may be contracted for using an independent contractor agreement. University offices that engage individuals to provide services must submit the required worker classification documentation for determination of each contractor's status before any services are performed or payment requests are processed. More information about worker classification and the appropriate documentation can be found at the [GW Tax Department website](#).

- ❖ Lease: A lease is a contract by which an owner of real estate, facilities, or equipment conveys to another, the exclusive use of such asset for a specified amount of time in return for a specific amount of rent. The university commonly uses leases for the rental of office space and the rental of copying machines.
- ❖ Letter Agreement: A letter agreement (or "letter of agreement") is a type of contract in the format of a letter. While a letter agreement may be shorter than other contracts, it generally includes the same kinds of terms as a traditional contract (e.g., description of the goods, services or purpose of the relationship, time of performance, financial terms, etc.). A letter agreement is legally no different than a traditional contract; the two only differ in the format of the document itself. A letter agreement may be consummated by obtaining the countersignature of the receiving party in a single letter or through an exchange of letters between two parties, which together set forth and confirm the terms of the contract.
- ❖ Letter of Intent: While a letter agreement is a legally binding contract, a letter of intent, if drafted properly, is not binding. A letter of intent is used to summarize the general plan of a proposed transaction before a binding agreement is finalized. It is seen as an expression of interest on behalf of each party prior to reaching a final agreement.
- ❖ License: A license is a contract by which an owner gives permission to another to use something or to allow an activity that would otherwise be forbidden. A common license used by the university is a Software License: A software license is a type of license made by the owner of a computer program ("licensor") to another ("licensee") for the use of that computer program. A software license grants the licensee the ability to use one or more copies of the software in ways that without such permission would be considered infringement. Another common license is a License for the Use of Space: A license for the use of space conveys a different set of rights than what is conveyed by a lease.
- ❖ Master (Services) Agreement: This is a contract between the university and a contractor that specifies most of the legal and business terms of the university's purchase of a set of goods or services from that contractor. The contract is designed to be used repeatedly for the procurement of goods or

services over a period of time using the same legal and business terms. A separate “*statement of work*” may be executed for each order under the master services agreement and would include the quantity/type of work as well as the pricing.

- ❖ Memorandum of Understanding: A memorandum of understanding (sometimes known as an “MOU”) may or may not actually be a legally binding contract. Similar to a letter of intent, an MOU may operate as a statement of intent that is used to set forth the basic and general principles and guidelines under which the parties involved will work together to accomplish a shared goal, but that does not involve the exchange of money or a reliance of one party on the actions of the other that could result in a loss if not performed. It is important to note, however, that if an MOU includes definite terms (such as the exchange of money or obligations) that meet the description of a “contract,” it will be treated as a legally binding document no matter what it is called and must follow the review process.
- ❖ Modification: See Amendment.
- ❖ Non-Disclosure Agreement: A non-disclosure agreement (sometimes also known as an “NDA” or confidentiality agreement) requires the parties to the agreement to keep certain information disclosed between them confidential. Such agreements are commonly used by parties in conjunction with other types of contracts.
- ❖ Purchase Order: A purchase order (sometimes known as a “PO”) is one of the simplest forms of a contract. It is formed through the acts of offer and acceptance. The PO is a written authorization from the university requesting a contractor to provide goods or services. It contains terms and conditions that will govern the purchase and acts as an offer from the university to purchase the requested items. When a PO is accepted by a contractor, a contract is created. Generally, a contractor accepts the PO by delivering the requested items. Once received by the university, the contractor can expect payment by the university in return for the delivered items.
- ❖ Statement of Work: A statement of work (also called an “order” or a “task order” as defined on page 12 of this Guide under *Glossary of Procurement Terms*) is a formal document that details the work, deliverables, locations, timelines, pricing, and other requirements of a contractor in performing specific work. In most cases, a statement of work is accompanied by a separate (master) agreement or other governing document that contains the legal terms as well as other business terms that will govern the transaction. A statement of work should not be confused with a *Scope of Work* (defined on page 12 of this Guide under *Glossary of Procurement Terms*), which is only a description of work to be done without timelines, pricing, or other details of a statement of work. For more information on master agreements and statements of work, see the FAQs in Section VIII of this Guide.



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## X. Contact Information

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### Procurement and Travel Services

(202) 994-2500

<http://procurement.gwu.edu/>

[procure@gwu.edu](mailto:procure@gwu.edu)

### Office of the Senior Vice President and General Counsel

202-994-6503

<http://www.gwu.edu/~vpgc/>

Contracts: [contracts@gwu.edu](mailto:contracts@gwu.edu)

Other: [gwlegal@gwu.edu](mailto:gwlegal@gwu.edu)

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## Appendix A: Procurement's Competitive Exemptions List

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The following procurements are exempt from Competitive Source Selection (as described in the Bids, Quotations and Named Source Justification Policy (PDF)) and may be paid via a Payment Request Form (PDF) through Accounts Payable (AP) directly or by a P-Card. Purchase Orders are not required for payment but may be used if so desired by the requisitioner.

Federal procurements that are subject to the Federal Acquisition Regulation (FAR) greater than \$3,000 are NEVER allowed to be paid via a direct payment request, even if the good or service is listed below as exempt from the competitive procurement process. In the case where compliance with the FAR is required by the Sponsor, the requisition to purchase order process must be followed.

1. Disbursement of under sub-awards for grants and cooperatives
2. Animals and plants for laboratory and research use (exempt from competition, but must only be procured by the Animal Research Facility Staff)
3. Medical services for research projects
4. Publication of scholarly papers in specific professional journals
5. Payments to or on behalf of university officers and employees for salaries, fringe benefits, professional fees, or reimbursements
6. Payment of obligations that the university is required to pay by law, including paying fees, permanent settlements, subsidies, or other claims, making refunds, and returning funds held by the university as trustee, or custodian
7. Services of expert witnesses for potential and actual litigation of legal matters involving the university or its officers and employees, including administrative quasi-judicial proceedings
8. Services of attorneys employed or retained to advise, represent, or provide other legal service to the university, on matters arising under the laws of another state or foreign country, or in an action brought in another state, federal, or foreign jurisdiction, when substantially all legal services are expected to be performed outside the District of Columbia
9. Arbitrator and mediator services
10. Court reporter services
11. Services of printers, rating agencies, support facility providers, fiscal and paying agents, and registrars related to the issuance and sale of the University's bonds
12. Insurance or insurance broker services
13. Payment of dues or fees of organizations of which the University or its officers and employees are members as provided in these procedures
14. Subscriptions
15. Registration or workshop fees for conferences and training
16. Renewal of software maintenance agreements
17. Disbursement of funds to governmental bodies
18. Disbursement of funds as loans, under loan programs administered by the university
19. Services for the recruitment of international students
20. Services for the publication of scholarly and educational books and journals which include but are not limited to: a) Manuscript evaluation, copy editing, proof reading, indexing, design, manuscript clean-up, page make-up, and typesetting of scholarly

journals and educational books; b) Design, production, and printing of promotional materials, and commission sales representation for scholarly journals and educational books; c) Warehouse storage and fulfillment services, and d) Editorial and production services for scholarly and educational books and journals, including printing and binding, when full production services are required for projects too difficult or too time consuming to produce in-house

21. Procurement of goods, services, or construction from a governmental body; from the federal government, or from a state or its political subdivisions, to include public institutions of higher education
22. Works of art for museum or public display
23. Library books, periodicals, subscriptions, educational databases, and other related library materials, purchased by the Library or on behalf of the Library
24. Performances, including entertainment, speeches, and cultural and artistic presentations
25. Goods and services for commercial resale by the university or its affiliates
26. Services of lecturers, speakers, trainers, facilitators and scriptwriters when the provider possesses specialized training methods, techniques or expertise in the subject matter
27. Upon a written determination by the Executive Director of Procurement that the purchase of goods, products or commodities from a public auction sale, bankruptcy, or foreclosure is in the best interest of the university
28. Food and fodder for animals
29. Facility service costs for conferences, meetings, and training sessions when the use of such services is mandated by the venue's existing contracts; (i.e. caterers and AV contractors designated by the venue)
30. Affiliation agreements with hospitals and other health care providers required for The George Washington University clinical education programs
31. Advertisements in specialized publications, such as in ethnic or foreign language publications, trade publications, or professional publications
32. Translation/Interpreter services
33. Advertising on radio and television airtime, print or other media where selection is to be made by current audience/reader demographics
34. Materials, supplies, and foodstuffs purchased for use by students in instructional programs when the type or amount required must be determined as part of the course curriculum
35. Purchases made under cooperative purchasing agreements in which the University participates with other institutions, not-for-profit purchasing cooperatives, and/or other governmental purchasing jurisdictions
36. Payments of tuition on behalf of GW students to other Universities, Institutions, and Instructional Platforms
37. Rental of booth space for exhibits at conventions and trade shows when organized by a single sponsor
38. Opponents for athletic contests
39. Medical services for injured student athletes. These services include but are not limited to: a) Treatment by out-of-state medical health professionals when student athletes are taking part in out-of-state athletic contests or events; b) Treatment for a difficult to diagnose and or longstanding medical condition by a series of medical health professionals by referrals; c) Treatment by a physician with the student

athlete is referred by the team physician or by any one of the volunteer physicians;  
d) In-patient or out-patient surgical services performed by a physician assigned to an athlete by a hospital; and e) Treatment by a family physician as requested by a student athlete

40. Referees and officials for athletic contests

41. Utility services whose rates or prices are fixed by regulatory processes or agencies

42. Procurement of repair services when dismantling is required to assess the extent of repairs

43. Executive Search Firms and Recruiters used by the University for specialized hiring

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## Appendix B: Signature Authority Table 2/11/15

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### **Not for General Distribution**

According to university's bylaws, only certain individuals are authorized to contractually bind the university: the president, the provost, and the treasurer, or such other person or persons as may be authorized by the Board of Trustees.

- The president and provost may execute contracts, faculty appointment letters or other instruments related to the management of the university's academic programs.
- The president and treasurer may execute contracts and other instruments as required to conduct the university's business operations.

These officers of the university, in keeping with the terms of the bylaws, may delegate signature authority granted to their offices through delegation memoranda.

This table reflects grants of authority made by the provost and executive vice president and treasurer, to sign documents or bind the university through an agreement of the types described to those persons and positions identified in the table.

Sub-delegation of the authorities contained in this table is not permitted unless expressly indicated. Permitted sub-delegations must be made in writing and in accordance with the Contract Process Guidelines.

**IMPORTANT INFORMATION FOR THOSE SEEKING TO  
EXERCISE SIGNATURE AUTHORITY:**

Those who sign external agreements or attempt to bind the university without proper authority may become personally responsible for the agreement and maybe subject to university disciplinary action.

Requests to change the authorities delegated in this table should be directed to the Office of the Provost and Executive Vice President for academic Affairs or the Office of the Executive Vice President and Treasurer, as appropriate. General questions concerning the scope of authority may be directed to the Office of General Counsel. This table will be reviewed annually at the fiscal year.

Abbreviations used in this table:

- Provost and Executive Vice President for Academic Affairs -Provost
- Office of Risk Management - Risk
- Executive Vice President and Treasurer - EVPT
- Office of the Chief Research Officer - OVPR
- Office of Senior Vice President and General Counsel - OGC
- Vice President for Research - VPR

### Bylaws of the University

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract/Designation Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
President	Delegated by Board of Trustees per the Bylaws	All contracts and other instruments on behalf of the university and receipts for any type of gift		Yes
Executive Vice President and Treasurer	Delegated by Board of Trustees per the Bylaws	Contracts and other instruments as required to conduct the university's business operations and receipts for any type of gift		Yes
Provost and Executive Vice President for Academic Affairs	Delegated by Board of Trustees per Bylaws	Contracts, faculty appointment letters, and other instruments related to the management of the university's academic programs		Yes

### Agreements related to Academic Programs

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Provost and Executive Vice President for Academic Affairs	Delegated by Board of Trustees per Bylaws	Contracts, faculty appointment letters, and other instruments related to the management of the university's academic programs		Yes

### Academic Affairs

Senior Vice Provost for Academic Affairs and Planning	Delegated by Provost per memo dated 03/07/2012	Academic agreements	Does not include faculty appointment letters	No
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### **Agreements related to Academic Programs *Continued***

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
<b>International Programs</b>				
Associate Vice President for International Programs	Delegated by Provost per memo dated 06/02/2011	Standard agreements related to international student exchange and direct enrollment	Must secure OGC and Risk review and approval of substantive changes to GW standard agreement; Does not include agreements with transfer of funds except where funds are used to pay tuition, room, and board for GW student or incidentals (i.e., travel and accommodations) that are the responsibility of GW	No
<b>Schools and Academic Departments</b>				
Dean, Columbian College of Arts and Sciences	Delegated by Provost per memo dated 03/26/14	Affiliation agreements establish the relationship and set the terms by which Columbian College of Arts and Sciences students may participate in internships or externships at other facilities	Must secure OGC and appropriate collateral review and approval of agreements	No
Dean, Graduate School of Education and Human Development	Delegated by Provost per memo dated 03/10/14	Affiliation agreements establish the relationship and set the terms by which Graduate School of Education and Human Development students may participate in internships or externships at other facilities	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements; Does not include agreements that involve expenditures of university funds or international agreements	No

### Agreements related to Academic Programs, Continued

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Dean, School of Nursing	Delegated by Provost per memo dated 06/14/13 Interim Dean delegation 01/05/15	Academic affiliation agreements related to clinical training internship or externships	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements; Does not include agreements that involve expenditures of university funds	No
Dean, School of Medicine and Health Sciences	Delegated by Provost per memo dated 06/14/13	Academic affiliation agreements related to clinical training internship or externships	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements; Does not include agreements that involve expenditures of university funds	No
Dean, School of Public Health and Health Services	Delegated by Provost per memo dated 06/14/13	Academic affiliation agreements related to clinical training internship or externships	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements; Does not include agreements that involve expenditures of university funds	No



### Agreements related to Business Operations

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Executive Vice President and Treasurer (EVPT)	Delegated by Board of Trustees per the Bylaws	Contracts and other instruments as required to conduct the university's business operations and receipts for any type of gift		Yes

### Transactions for Goods and Services

Deputy Executive Vice President and Treasurer	Delegated by EVPT per memo dated 05/07/14	Agreements with financial obligations of five hundred thousand dollars (\$500,000) or less	Must secure OGC and appropriate collateral review and approval of agreements;	No
Associate Vice President and Deputy Chief Information Officer for Academic Technology	Delegated by EVPT per memo dated 05/04/10	Statements of works or orders made pursuant to an existing master service agreement	Must secure OGC and Risk review and approval of agreements	No
Provost and Vice President for Academic Affairs	Delegated by EVPT per memo dated 06/18/14	Agreements related to business operations within the Office of the Provost with financial obligations of two hundred fifty dollars (\$250,000) or less	Must secure OGC and appropriate collateral review and approval of agreements	Yes, to the vice provost for finance and budget
Vice Provost for Finance and Budget	Subdelegated by Provost per memo dated 06/23/14	Agreements related to business operations within the Office of the Provost with financial obligations of one hundred dollars (\$100,000) or less	Must secure OGC and appropriate collateral review and approval of agreements	No
University Librarian and Vice Provost for Libraries	Delegated by EVPT per memo dated 04/02/14	Collection-related license agreements with financial obligations on behalf of the university of fifty thousand dollars (\$50,000) or less	Must secure OGC and Risk review and approval of agreements	Yes, to the deputy university librarian

**Transactions for Goods and Services, Continued**

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Vice Provost and Dean of Student Affairs	Delegated by EVPT per memo dated 02/26/14	Agreements related to student activities and events under the Division of Student Affairs, including speakers, performers, rental of off-campus space, and other entertainment related services with financial obligations of five hundred thousand dollars (\$500,000) or less	Must secure OGC and Risk review and approval of agreements	Yes, to the associate dean of students for student administrative services with financial obligations of one hundred thousand (\$100,000) or less
Associate Dean of Student Administrative Services	Delegated by Vice Provost and Dean of Student Affairs per memo dated 03/06/14	Agreements related to student activities and events under the Division of Student Affairs, including speakers, performers, rental of off-campus space, and other entertainment related services with financial obligations of one hundred thousand dollars (\$100,000) or less	Must secure OGC and Risk review and approval of agreements	No
Vice President for External Relations	Delegated by EVPT per memo dated 12/11/14 (signed 01/09/15)	Agreements related to university communications and government relations, including agreements for goods and services with financial obligations of fifty thousand dollars or less; non-disclosure and confidentiality agreements; licenses for the use of university owned registered marks; and location releases permitting filming, photographing, or other types of recordings at or within university property without monetary exchange	Must secure OGC and Risk review and approval of agreements	No

### Transactions for Goods and Services, Continued

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/ Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Vice President for Health Affairs and Dean, School of Medicine and Health Sciences	Delegated by EVPT per memo dated 04/05/2012	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does not include: international agreements, OVPR agreements, procurement agreements, or agreements with Medical Faculty Associates or GW Hospital	No
Dean, School of Nursing	Delegated by EVPT per memo dated 04/05/2012	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does not include: international agreements, OVPR agreements, Procurement agreements, or agreements with Medical Faculty Associates or GW Hospital	No
Dean, School of Public Health and Health Services	Delegated by EVPT per memo dated 04/05/2012	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements, OVPR agreements, procurement agreements, or agreements with Medical Faculty Associates or GW Hospital	No
Dean, Graduate School of Education and Human Development	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
Dean, Elliott School of International Affairs	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
Dean, Columbian College of Arts and Sciences	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No

### Transactions for Goods and Services, Continued

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Dean, School of Engineering and Applied Sciences	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
Dean, School of Business	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
Dean, Law School	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
Dean, College of Professional Studies	Delegated by EVPT per memo dated 12/12/14 (signed 02/27/15)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and Risk review and approval of agreements; Does <u>not</u> include: international agreements or OVPR agreements	No
<b>Information Technology</b>				
Chief Information Officer	Delegated by EVPT per memo dated 10/03/2011	Statements of works or orders made pursuant to an existing master service agreement	Must reference master agreement; May not amend master agreement	No
Chief Information Officer	Delegated by EVPT per memo dated 10/03/2011	Non-Disclosure Agreements (NDAs) related to DIT business operations or core services	Must secure OGC review and approval	No
Chief Information Officer	Delegated by EVPT per memo dated 10/03/2011	GWapp Licensing Agreements	Must use form contract as approved by OGC	No

<b>Procurement</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Executive Director, Procurement	Delegated by EVPT per memo dated 01/09/15	Purchase orders using the university's standard terms and conditions pre-approved by OGC	Any changes to the standard terms and conditions must be reviewed and approved by OGC and Risk	Yes, to the assistant director, procurement managers, contract specialists, and transaction specialists within the department of procurement
Executive Director, Procurement	Delegated by EVPT per memo dated 01/09/15	Agreements related to procurements made from funds from third-party sponsors through OVPR	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	Yes, to the assistant director, procurement managers, contract specialists, and transaction specialists within the department of procurement

<b>Operations</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Senior Associate Vice President for Operations	Delegated by EVPT per memo dated 05/30/13	<ul style="list-style-type: none"> <li>• Contracts for construction and renovation projects, design, and planning, and professional services related thereto, up to \$3,000,000</li> <li>• Contracts related to goods and services related to operational requirements, up to \$500,000</li> <li>• Contracts for vendor enrollment in the GWorld Card program up to \$500,000</li> <li>• Lease administration documents (not leases)</li> <li>• Limited notices to proceed ("LNTP")</li> <li>• Real estate tax filings</li> <li>• Regulatory filings</li> </ul>	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Executive Director, Facilities Services	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders in the normal course of business with financial obligations of up to two hundred fifty thousand (\$250,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Assistant Director, Facilities Maintenance	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders in the normal course of business with financial obligations of up to one hundred thousand (\$100,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Executive Director, Planning, Development and Construction	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for construction, design, and development related scopes with financial obligations of up to two hundred fifty thousand (\$250,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No

<b>Operations, Continued</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Director, Construction Project Management	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for construction related scopes with financial obligations of up to one hundred thousand (\$100,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Assistant Director, Campus Development Management	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for design and development related scopes with financial obligations of up to an aggregate of one hundred fifty thousand (\$100,000) in each instance	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director, Campus Planning	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for construction and development related scopes with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director, Facility Planning and Design Review	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for construction and development related scopes with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director, Investment Real Estate	Delegated by EVPT per memo dated 05/30/13	<ul style="list-style-type: none"> <li>• Agreements and LNTP related to the investment real estate portfolio with financial obligations of up to fifty thousand (\$50,000)</li> <li>• Non-binding letters of intent for leased space</li> </ul>	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No

<b>Operations, continued</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Director, Office of Sustainability	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for sustainability related scope with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director, Transportation and Parking Services	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders in the normal course of business with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director Technology and Information Systems	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for technology related scopes with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Manager, Operation Support Services	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for administrative related scopes with financial obligations of up to twenty-five thousand (\$25,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No
Director, Business Process Management	Delegated by EVPT per memo dated 05/30/13	Agreements, LNTP, and change orders for professional services related scopes with financial obligations of up to fifty thousand (\$50,000)	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No



<b>Finance and Fiscal Management</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Director, Tax Department	Delegated by EVPT per memo dated 05/02/2013	All federal and state tax documents	IRS Form 990 and 990-T; any state or federal tax form that requires signature of a corporate officer	No
<b>Legal</b>				
Senior Vice President and General Counsel	Delegated by EVPT per memo dated 02/24/2014	Agreements to engage legal counsel, experts and other professionals relating to lawsuits and legal matters; and settlement agreements associated with pending or potential lawsuits or other claims in amounts not to exceed one hundred thousand dollars (\$100,000.00)		Yes, to the deputy general counsel
<b>External Relations</b>				
Assistant Vice President, Events and Venues, External Relations	Delegated by EVPT per memo dated 01/14/2010	Agreements related to performances, services, and vendors for sponsored events	Up to \$75,000; Must use OGC approved form contract or contract be reviewed and approved by OGC	No
Assistant Vice President, Events and Venues, External Relations	Delegated by EVPT per 01/14/2010 memo	License agreements for the use of event space located on campus by university and non-university parties	Must use OGC approved form contract	Yes, to the Director of Scheduling, Sales and Marketing or the Managing Director of the Marvin Center and University Conferences
Assistant Vice President, Events and Venues, External Relations	Delegated by EVPT per 01/14/2010 memo	License agreements for the use of Lisner Auditorium by university and non-university parties	Must use OGC approved form contract or contract be reviewed and approved by OGC	No

<b>Athletics</b>				
<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Executive Director of Athletics	Delegated by EVPT per memo dated 07/24/14 (signed 12/10/14)	Agreements with other schools for the purpose of scheduling athletic contests for the university's athletic teams and the financial arrangements associated with such contests		Yes, to the associate athletics director/administration
Executive Director of Athletics	Delegated by EVPT per memo dated 12/12/14 (signed 01/09/15)	License agreements for the temporary use of university athletic facilities, including the Lerner Health and Wellness Center	Must use OGC approved form contract; must secure OGC review and approval of all agreements for use of the Lerner Health and Wellness Center	Yes, to the associate athletics director/facilities
<b>Housing Programs</b>				
Vice Provost and Dean of Student Affairs	Delegated by EVPT per memo dated 12/29/14 (signed 01/09/15)	License agreements with student and groups related for housing	Must use form contract as approved by OGC; Must consult with OGC and Risk on substantive changes to standard agreement	Yes, to the executive director, GW Housing

## Agreements related to Research

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Vice President for Research	Delegated by EVPT per memo dated 01/09/15	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units and third parties	Does <u>not</u> include the procurement of goods or services related to sponsored projects	Yes, to positions within OVPR necessary to efficiently perform the functions within that office
Director, Office of Entrepreneurship	Delegated by VPR per memo dated 01/12/2012	Confirmatory licenses to the U.S. government, including such licenses issued through the iEdison online system		No; in absence of Director authority reverts to VPR
Director, Office of Entrepreneurship	Delegated by EVPT and VPR per memo dated 01/12/2012	Non-Disclosure Agreements (NDAs) related to potential sponsors of research or licensees of university patents	Must use OGC approved form contract or contract be reviewed and approved by OGC	No; in absence of Director authority reverts to VPR
Director, Office of Technology Transfer	Delegated by EVPT and VPR per memo dated 04/29/2013	Non-Disclosure Agreements (NDAs) related to potential sponsors of research or licensees of university patents	Must use OGC approved form contract or contract be reviewed and approved by OGC	No

### Agreements related to Gifts

<b>Position/Title with Authority</b>	<b>Source of Authority for Delegation</b>	<b>Document/Contract Types</b>	<b>Limitations</b>	<b>Sub-delegation</b>
Executive Vice President and Treasurer (EVPT)	Delegated by Board of Trustees per the Bylaws	Contracts and other instruments as required to conduct the university's business operations and receipts for any type of gift		Yes
Senior Vice President and General Counsel	Delegated by EVPT per memo dated 02/24/2014	Receipts and releases for gifts that are related to bequests, annuity payments, distributions from trusts, or other payments that are subject to probate, surrogate or other court proceedings		Yes, to the deputy general counsel
Associate Vice President of Financial Operations	Delegated by EVPT per memo dated 03/07/14	Gift annuity contracts with donors, receipts and gift acknowledgements related to donation of gifts to the university, and tax documents related to the reporting of donations and receipts of gifts, including IRS Forms 8282 and 8283		No
University Librarian and Vice Provost for Libraries	Delegated by EVPT per memo dated 04/02/14	Deeds of gift on behalf of the university for libraries where the value of the gift is five thousand dollars (\$5,000) or less	Must use form contract as approved by OGC; Must consult with OGC and Risk on substantive changes to standard agreement	Yes, to the deputy university librarian

## Appendix C: Form Routing/Tracking Sheet



### AGREEMENT ROUTING SHEET

(Two Originals if applicable)

[insert date]

#### **Description**

Title/Name of Agreement: \_\_\_\_\_

If this is a Services or an Independent Contractor Agreement with an individual or sole proprietorship, the approved Worker Classification Review **MUST** be included with the agreement.

Outside Party Name: \_\_\_\_\_

GW School/Division: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

Financial: Estimated Cost: \_\_\_\_\_

Estimated Revenue: \_\_\_\_\_

Type of Agreement (circle one):

New

Renewal

Amendment

Other

Purpose (please describe): \_\_\_\_\_

#### **Approvals**

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert Name and Title]  
Dean of School or Vice President of Division

[Insert Name and Title]  
Finance Director

[Insert Name and Title]  
Collateral Review (e.g. Risk Management, Intl Programs, etc.)

[Insert Name and Title]  
Additional Signatory (as applicable, including secondary VP)

[Insert Name and Title]  
Office of the General Counsel

Steve Lerman (or Designee) **Check box if signatory**  
Provost and Executive Vice President for Academic Affairs

Louis H. Katz **Check box if signatory**  
Executive Vice President and Treasurer

\_\_\_\_\_ Mark if Additional Action Required (if so, note requirement, such as notarization, etc.)

#### **Contacts**

**School/Division**

**Contact Name:** \_\_\_\_\_

Phone number

and/or email: \_\_\_\_\_

After the agreement has been signed, the originating office will be contacted to pick up the agreement.

**OGC Contact:** [insert name & contact information]

**Questions or concerns?** Please contact School/Division or OGC, as appropriate.