
Contract Process Guide

**THE GEORGE
WASHINGTON
UNIVERSITY**

WASHINGTON, DC

Contract Process Guide

Table of Contents

I.	Introduction	3
II.	University Contracts and Transactions – Where to Start.....	4
III.	The Purchasing of Goods and Services through the Procurement and Travel Services Department	5
IV.	Contracts Originating through Other Offices (Where Procurement is Not Initially Involved)	17
V.	Contract Review and Approval Process with the Office of General Counsel	20
VI.	Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel	21
VII.	Signature Authority	35
VIII.	Contract Basics: FAQs	38
IX.	Common Types of Contract Documents	47
X.	Contact Information	50
	Appendix A: Procurement’s Competitive Exemptions List	51
	Appendix B: Signature Authority Table	55
	Appendix C: Form Routing/Tracking Sheet	85

I. Introduction

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 (see Section VIII of this Guide).
- 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 Contract Process Guide is available on the university's [Procurement website](#). This Guide is intended to be updated periodically. Please send questions, comments, and suggestions for improvements to 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.



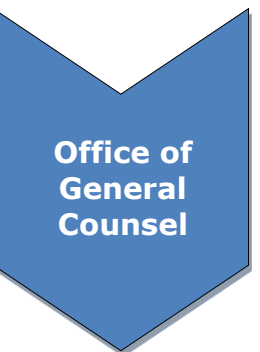
The purchase of most goods and services needed by the university community is managed by Procurement

- | | |
|--|--|
| <ul style="list-style-type: none"> • Supplies (office, lab, scientific, computer, operations) • Business cards and stationery • Office furniture • Coffee and water service for offices • Amendments to existing contracts • Research related goods and services | <ul style="list-style-type: none"> • Travel (including hotels and conference space) • Mobile phones and service • Shipping services • Consultants • Subscriptions and periodicals |
|--|--|
- See Section III of this Guide for further information*



Specific university offices manage specialized transactions. Examples include:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Sponsored projects/research • Gifts and bequests • IT products and services (software/hardware, SaaS, cloud, web based) • Personnel matters • Audio and video recordings on campus • Disposal of surplus property • International affiliation • Student activities | <ul style="list-style-type: none"> • Rental of space at the university • Construction, renovation and repair services • Use of university name or image • Patents, technology transfer agreements • Transportation • Entertainment services (for on campus events) |
|---|--|
- See Section IV of this Guide for further information*



If a desired transaction is not handled by either Procurement or a specific university office, the matter should be brought to the attention of Office of General Counsel, such as:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Affiliations and collaborations • Professional services (e.g., auditors, search firms, or outside counsel) • Purchase and sale of specialized goods, such as works of art or relics • Nondisclosure and confidentiality • Publication agreements | <ul style="list-style-type: none"> • Performance agreements • Educational database access • Liability waivers and releases • Amendments to existing contracts handled by OGC • Other unique or specialized transactions |
|--|--|
- See Section V of this Guide for further information*

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

The [GW Procurement and Travel Services Department](#) is the responsible oversight area 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+ Goods & 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 in order for them to be paid in a timely fashion
- Issue Purchase Orders
- Manage the Expense reimbursement process

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 contracted supplier, a P-Card may be used for standard purchases that are less than \$3,500, as well as for purchases in higher amounts with established/existing contracts. If the desired purchase is not available through a iBuy+ contracted supplier and not possible with a P-Card, the competitive solicitation process must be used. These methods, as well as sole-source 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.

Check out the ***Glossary of Procurement Terms*** later in this section to learn more about the Procurement terminology.

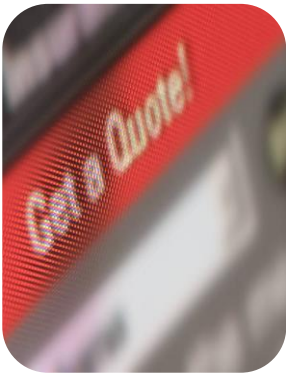
Table 1 Procurement Options at GW



Contracted Suppliers:
Is the product or service available through iBuy+ Goods and Services or iBuy Travel? Is it on Procurement's group of university-wide suppliers?



P-Card:
The Procurement Card (P-Card) can be used for approved purchases of goods and services under \$3,500. 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 \$25,000 using university or non-federal research funds. Solicitations may be in the forms of a quote (formal or informal), bid, or request for proposal. For Federal funds, the process is a bit more detailed and it is suggested that you contact Procurement for additional terms and requirements prior to engaging a supplier.

Competitive Exemption List

The following list contains an exemption to competitive bids for purchases of goods and services made with the Procurement Card. If you are a contractor, you should be aware of the categories listed below and contact Procurement for more information.

- Purchases of goods and services that are not available through iBuy+ Goods and Services or iBuy Travel.
- Purchases of goods and services that are not available through iBuy+ Goods and Services or iBuy Travel.
- Purchases of goods and services that are not available through iBuy+ Goods and Services or iBuy Travel.

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 adequately justified.

University-wide Contracts

Procurement manages the agreements for goods and services needed by many schools and divisions and monitors the utilization of those contracts. Many items needed by university offices can be acquired through these existing contracts. By using the university's contracted 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 University-wide contracts.

iBuy+ for Goods and Services is the preferred purchasing method. [iBuy+ for Goods and Services](#) provides an online marketplace for the acquisition of goods and services. Inside the i-Buy marketplace, shoppers will find punch-outs to contracted supplier websites where purchases can be made with a university p-card. iBuy+ facilitates the quick acquisition of the items faculty, staff and researchers need in their day-to-day work. 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 and more

iBuy+ Travel. Procurement also provides access to Travel and Expense systems through the GW [iBuy+ Travel](#) website. The Travel Services office as well as GW's contract travel agents are available to help book travel and take advantage of the university's negotiated travel agreements.

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

Other Contracted Suppliers. For some goods and services not available through iBuy+, Procurement has negotiated contracts and established an easy ordering process. Purchasing these products through these suppliers 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
- Shipping services such as UPS and FedEx
- Temporary Staffing Firms
- Catering
- Document Shredding Services and more

Central Cell Phone Program. Procurement also has agreements 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](#). The university's discounts also extend to personal use of mobile phones and devices.

P-Card

The university's procurement credit card (P-Card) may be used for standard purchases that are under \$3,500. P-Cards are assigned by the university to specific individuals. They can be used for the payment of goods and services found in iBuy+ Goods and Services as well as anywhere credit cards are accepted. Please refer to the [Procurement Card \(P-Card\) 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 within iBuy+, 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 A of this Guide.

FEDERALLY FUNDED PURCHASES THAT APPEAR ON THIS LIST ARE NEVER EXEMPT FROM COMPETITION.

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

- Yes – For all purchases over \$3,500 on federal contracts or in excess of \$10,000 on federal grants or cooperative agreements, three (3) written quotes are required by requestor or Procurement. Formal solicitations are required at \$150,000 on federal contracts and at \$250,000 for federal grants and cooperative agreements. Because of the need for public advertisement of these opportunities, Procurement must handle the solicitation.
- 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 for all purchases

made with University and non-Federal sponsored funds. Proceed to Sole Source Selection section below.

➤ 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:

Table 2 Purchases over \$25,000 with University Funds or Non-Federal Sponsored Projects	
<\$25,000	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between GW and the company. If assistance is needed in drafting these documents, please contact Procurement for samples. • All documents received from the selected contractor (including any contract documents)
\$25,000 - \$249,999	<p>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"> • all quotes obtained • all documents received from the selected contractor (including any contract documents) • a Supplier Selection Memo for selection decision justification, if selected contractor is not the lowest bidder
\$250,000 and above	<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"> • all bids/proposals obtained • all documents received from the selected contractor (including any contract documents) • a Supplier Selection Memo, if selected contractor is not the lowest bidder or if Procurement did not conduct the solicitation (not needed if Procurement has been involved in the solicitation).

Table 3	
Purchases over \$10,000 on Federal Grants and Cooperative Agreements	
<\$10,000	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • Quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between GW and the company. If assistance is needed in drafting these documents, please contact Procurement for samples. • All documents received from the selected supplier (including any contract documents)
\$10,000 - \$249,999	<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"> • all quotes obtained • all documents received from the selected contractor (including any contract documents) • Disadvantaged business should be included to participate whenever possible • A Justification & Approval Form if selected contractor is not the lowest bidder. <p>If Procurement is handling the solicitation, the requisition must give clear, precise direction and specifications to the Buyer – through a completed Requirements Document Form. Procurement is happy to facilitate the solicitation process on behalf of the requesting school/department. If you have suppliers that you would like for us to contact, please include this list as part of the requisition attachments.</p> <p>Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source. If an award is to be made from a single quote or proposal at this dollar level, A Justification and Approval Form must be completed along with a requirements document and/or Scope of Work.</p> <p>Under Uniform Guidance, non-competitive awards may be used when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. The item is available only from a single source (this must be verifiable); 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or 4. After solicitation of a number of sources, competition is determined inadequate

\$250,000 and above	<p>A publicly advertised formal solicitation process is required, in the form of an invitation to bid or a request for proposal. Procurement administers the process. For further details on the formal solicitation process, please consult GW's Procurement Manual</p> <p>Under Uniform Guidance, non-competitive awards may be used when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. The item is available only from a single source (this must be verifiable); 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or 4. After solicitation of a number of sources, competition is determined inadequate <p>Requests for sole source approval must be made to the Sponsor's Grants Officer and not to the Program Officer.</p> <ul style="list-style-type: none"> • Independent Cost estimates as well as Cost and Price analysis is required for all awards over \$700,000 (base year and option years to a contract) • Inclusion of disadvantaged suppliers whenever possible <p>Contact Procurement for specific requirements tied to your purchase to make sure that the contract is in compliance with the Sponsor's funding requirements.</p>
----------------------------	--

Table 4 Purchases over \$3,500 on Federal Contracts	
<\$3,500	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between GW and the company. If assistance is needed in drafting these documents, please contact Procurement for samples. • all documents received from the selected contractor (including any contract documents)

**\$3,500 -
\$149,999**

Purchases for services, supplies, and equipment for any item or group of similar items between \$3,500 and \$149,999 from federal contracts follow the procedure below. *Purchases must not be split to avoid this threshold.*

Three quotes are required to demonstrate competition. If the procurement process is handled by the requesting department, a Justification and Approval Form must be attached to the requisition documenting the process followed leading to the award.

If Procurement is handling the solicitation, a requisition in the budgeted amount of the contract, along with a completed Requirements Document and a list of suggested sources (if known) should be sent to Procurement via EAS.

Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source.

In accordance with the FAR, Section 6.1, Contracts may be awarded under Other than Full and Open Competition when one or more of the following circumstances apply:

1. When the supplies or services required are available from only one responsible source, (6.302-1)
2. Unusual and Compelling Urgency (6.302-2)
3. Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services (6.302-3)
4. International Agreement (6.302-4)
5. Authorized or Required by Statute (6.302-5)
6. National Security (6.302-6)
7. Public Interest (6.302-7)

If an award is to be made from a single quote or proposal at this dollar level, A Justification and Approval Form must be completed along with a Requirements Document and/or Scope of Work.

Once quotes are received and a contractor is selected, send the following to Procurement via a Requisition:

- must be an open solicitation- not restricted to a limited list of invitees
- forward all quotes obtained
- all documents received from the selected contractor (including any contract documents)
- Disadvantaged business should be included to participate as prime or sub-contractor to prime whenever possible
- a Justification & Approval form, if selected contractor is not the lowest bidder

Irrespective of the process followed, the above required information should be attached to a requisition within EAS (Oracle R12) and be forwarded it to Procurement for further action. Once received, a Procurement representative will contact you with a timeline for the procurement to occur.

\$150,000 and above	<p>A purchase for services, supplies, and equipment for any item or group of similar items over \$150,000 should be processed as a formal solicitation in the form of an Invitation to Bid (Bid) or Request for Proposals (RFP). Public advertisement is required by the Federal Acquisition Regulations (FAR), as such Procurement must handle the solicitation. In order to begin this process, a requisition in the budgeted amount of the contract, along with a completed Requirements Document and a list of suggested sources (if known) should be sent to Procurement.</p> <p>FAR requires detailed specifications and evaluation criteria as part of the solicitation document.</p> <ul style="list-style-type: none"> • Independent Cost estimates as well as Cost and Price analysis is required for all awards over \$700,000 (base year and option years to a contract) • Inclusion of disadvantaged suppliers whenever possible • Contact Procurement for specific requirements tied to your purchase to make sure that the contract is in compliance with the Sponsor’s funding requirements. <p>Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source.</p> <p>In accordance with the FAR, Section 6.1, Contracts may be awarded under Other than Full and Open Competition when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. When the supplies or services required are available from only one responsible source, (6.302-1) 2. Unusual and Compelling Urgency (6.302-2) 3. Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services (6.302-3) 4. International Agreement (6.302-4) 5. Authorized or Required by Statute (6.302-5) 6. National Security (6.302-6) 7. Public Interest (6.302-7) <p>If an award is to be made from a single quote or proposal at this dollar level, A <u>Justification and Approval Form</u> must be completed along with a requirements document and/or Scope of Work.</p>
----------------------------	---

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 executed.

Sole Source Selection

For certain purchases over \$3,500, a contractor can be selected without utilizing competition.

Goods and services on the [Competitive Exemption List](#) that are funded by university and/or non-federal sponsors (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, Purchase Order or via [Payment Request Form](#) through Accounts Payable. Sponsored projects must always be placed on a Purchase Order per the Office of the Vice President of Research. Furthermore, unless requested by the responsible university office, Procurement needs not be involved in these acquisitions (except to register contractors, via a [new supplier registration](#) or for contract review and execution 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. Contract Review and Approval Process with the Office of General Counsel).

In other rare situations when a contractor is identified *without* use of the competitive solicitation process, the responsible university office must complete a [Supplier Selection Memo](#) for university and non-federal funds, and a [Justification and Approval \(J&A\) form](#), for federally funded purchases. These documents should be sent on a requisition within EAS (Oracle R12) for approval by Procurement prior to payment processing.

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 (publicly advertised if federally funded) to receive pricing or proposals, 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 & 3 above depending on funding source); (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 federal form required to justify the selection of a contractor when using federal funds in an amount greater than \$3,500 from a federal contract or in excess of \$10,000 if funded by federal grants and cooperative agreements, 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), when the selected contractor is not the lowest bidder or when contractor/award was explicitly approved by the sponsoring agency. 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 this Guide under Section IX “Common Types of Contract Documents”), 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.
- ❖ Supplier Selection Memo (SSM): A form required to justify the selection of a contractor when spending university or non-federal sponsored funds when the expenditure is \$25,000 or more, 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.
- ❖ Task Order: An order for services (also called a “statement of work” as defined in this Guide under Section IX “Common Types of Contract Documents”) 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 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. 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.

Contracts Handled by Specific University Offices	
IT Products and Services	<p>GW Information Technology (GW IT) must be contacted to review all proposed transactions that have IT implications, including security, and compatibility issues or concerns. GW IT must review all such contracts before they can be executed. The GW IT Service and Contract Management Office manages the contract review process for GW IT. Contracts submitted for review and general questions can be submitted to itconmgt@gwu.edu. GW IT may alert other offices in specific reviews, as needed.</p>
Audio and Video Production Services	<p>For production company services, the Office of Risk Management and Insurance has provided a list of approved production company contractors, based on completion of a risk assessment. Procurement requirements still apply to these contractors, depending on the funding source and amount of the contract.</p>
Audio and Video Recording Permission	<p>Recording on campus, including photography and filming, for external news, film and/or documentary purposes (not for internal videos/audios that a GW school or unit is developing for their own marketing and outreach) must be approved by External Relations' Media Relations department. Please contact gwmedia@gwu.edu for additional information.</p>
Construction and Renovation Services	<p>Facilities Planning, Construction and Management coordinates and manages all construction and renovation projects on GW campuses and maintains a process for administering construction-related contracts. Please contact (202) 994-6700 for additional information.</p> <p>For repair services, see below ('Repair Services').</p>

Entertainment Contractors	For on-campus entertainment services (i.e., amusement activities, games) and production companies (i.e., lighting, sound, etc., for staged events), the Office of Risk Management and Insurance has conducted a risk assessment and provided a list of approved contractors . Procurement requirements still apply to these contractors, depending on the funding source and amount of the contract.
Gifts and Bequests	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: How to Give to GW .
International Affiliations	The Office of International Programs must be consulted on all contracts with foreign entities and/or relating to academic activity overseas. They also must review all contracts with international academic affiliations prior to execution at GW. The Office of International Programs can be reached at oiip@gwu.edu or (202) 994-0470.
Personnel Matters	University Human Resources (HR) 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: https://hr.gwu.edu .
Rental of GW meeting or performance space	External Relations' Events and Venues department coordinate the scheduling, planning and executing of events held in campus meeting, performance, and event 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 venues@gwu.edu . Booking a Space at GW
Repair Services	Facilities Planning, Construction and Management 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) 994-6706 for additional information. GW Fix-It System (to create a service ticket)

<p>Sponsored Research</p>	<p>The Office of the Vice President for Research 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 GW Research Directory to find your contact. If you are unsure of who to contact, please contact osr@gwu.edu or (202) 994-6255.</p>
<p>Student Activities</p>	<p>The Enrollment and the Student Experience's Center for Student Engagement has established clear steps for all registered student organizations working with external contractors to coordinate student activities. Student organizations are not permitted to sign any contract and must work in conjunction with staff advisor to obtain the appropriate signature. For additional information, contact the Center for Student Engagement at (202) 994-6555 or visit https://studentengagement.gwu.edu/student-organization-policies-and-guidelines</p>
<p>Surplus University Property Allocation and/or Disposal</p>	<p>For guidance on the proper allocation and/or disposition of surplus university property, please see the Surplus University Property Policy. Also, as applicable, see the Electronic Equipment Recycling Policy and/or Fixed Asset Management Policy.</p>
<p>Technology Commercialization</p>	<p>The Technology Commercialization Office oversees all aspects of technology commercialization at GW, including licensing technologies and commercializing innovations. They can be reached at (202) 994-5866 or tco@gwu.edu.</p>
<p>Transportation Services</p>	<p>For transportation services, the Office of Risk Management and Insurance has provided a list of approved transportation contractors, based on completion of a risk assessment. Procurement requirements still apply to these contractors, depending on the funding source and amount of the contract.</p>
<p>GW's Names and Logos for Third Parties and Merchandise</p>	<p>Use of GW's names and logos are monitored by the Division of External Relations, Marketing and Creative Services Department. To obtain permission for use of the university's name or trademarks for third parties please submit the third party logo request form. When purchasing merchandise for your department or organization please make sure to follow the university's guidelines for merchandise and submit all artwork for approval.</p>

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

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 in the U.S. or overseas
- 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 Procurement and Travel Services Department at procure@gwu.edu or OGC at contracts@gwu.edu for guidance.

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

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

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

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

Review and Comment

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

Additionally, the **finance director** (of the school or division) should review the financial and business terms of the contract, before it is submitted to OGC for review. Finally, 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 will also 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, the responsible university office may obtain that review before or simultaneously with OGC review as further described below.

After the responsible university office, the finance director and the dean or head of the division have completed their review, the contract may be forwarded to **OGC**, and any other reviewing departments, for review. OGC 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").

Note: The contract, while under review, should not be shared with the other party until all of the reviews described in this section have been completed.

Also 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 to 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 financial and/or business 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?
- Does the contract raise any IT implications (integrations, data security, network or system compatibility)?
- Does the contract involve a product or digital service with a user interface that must be accessible?
- Does the contract involve the sharing of regulated and/or restricted data?
- Is the term (start and end date; duration) correct?

Some contracts require supplemental review by additional, specific university offices. Reviewing departments will provide you with important subject matter expertise, feedback, perspective and guidance. Involve them early – to leverage their input in a timely manner. The following is a list of types of contracts and the offices responsible for the collateral review. Please read in order to determine if your agreement needs to have any of these reviews and approvals. OGC can help coordinate collateral review by these departments.

<p>International Contracts</p>	<p>Office of International Programs (“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 directly by the responsible university office to OIP for review. OIP review <i>must take place prior to sending to OGC for review.</i></p> <p>oiip@gwu.edu 202-994-0470</p> <p><i>For information about translation of contracts, see Section VIII. Contract Basics: FAQs.</i></p>
<p>Insurance, Indemnifications, Liability Clauses and/ or Waivers of Risk</p>	<p>Risk Management.</p> <p><i>To set the context for these requirements, we provide a few notes on indemnification and insurance. Indemnification and insurance obligations are generally required of vendors and service providers who contract with GW because their good or services could result in bodily injury, or property damage and thus expose the university to loss.</i></p> <p>GW has drafted and produced standard templates for the engagement and employment of vendors for products and services. In entering into any arrangement, the GW standard template MUST first be introduced to the vendor or party that GW is contracting with. Our standard indemnification language attempts to make vendors and service providers contractually responsible for loss which results from their activities. The types of insurance and limits required are tailored to the activity and the loss severity potential, not the value of the contract.</p> <p>Under the following circumstances, a Risk Management review is <i>not needed</i>:</p> <ul style="list-style-type: none"> • Where a vendor has accepted our standard GW template contract which includes our indemnification and insurance language. • Invoices or bills that do not contain reviewable terms and conditions. <p>Sometimes a vendor may attempt to edit the terms of the standard GW template that has been presented or introduce their</p>

	<p>own standard template. Visit http://risk.gwu.edu for more information.</p> <p>Under the following circumstances agreements <i>must be</i> reviewed by the Risk Management department:</p> <ul style="list-style-type: none"> • Where there is any deviation from our standard GW template contract involving indemnity, insurance, and/or limitation of liability, or the introduction of alternative language or a contract containing indemnity, insurance, and/or limitation of liability. <p>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>risk@gwu.edu 202-994-3265</p>
<p>Third Party Name and Logo Use</p>	<p>External Relations: Office of Marketing and Creative Services. The George Washington University requires external entities to obtain prior written permission from External Relations, Marketing & Creative Services to use the university's trademarks and service marks. Please email ltip@gwu.edu for approval.</p>
<p>Student Information</p>	<p>Office of the University Registrar. If the contract involves the use of student information, please contact the Office of the University Registrar to discuss the proposed use. registrar@gwu.edu 202-994-4900 (#6 to speak to someone)</p>
<p>Online/Off-Campus Academic Agreements</p>	<p>GW Libraries and Academic Innovation. If a contract contemplates recruiting and admitting students who will take courses from a location other than at a GW campus, please contact GW Libraries and Academic Innovation to ensure that the university is properly registered with the state education department. oeauth@gwu.edu 202-994-1319</p>
<p>Purchase of IT Products and Services</p>	<p>GW Information Technology (GW IT). If your office is seeking to purchase IT products or services, please consult GW IT to confirm that products or services will be compatible to university computer systems (such as single sign on) and meet appropriate GW IT related policies. GW IT can be contacted at itconmgt@gwu.edu.</p> <p>Under the following circumstances, agreements/contracts must be reviewed by GW IT:</p> <ul style="list-style-type: none"> • Software/hardware License or Use Agreements that are enterprise or university wide, that process or store restricted and/or regulated data or that will be connected to or integrated with other university systems or those that seek to extend, cancel or modify existing enterprise wide agreements

	<ul style="list-style-type: none"> • Contracts and agreements that have SaaS/Web components or feature services that will provide, collect, store or manage GW data, particularly restricted or regulated data (e.g., credit card processing, personally identifiable information, or student information). • Contracts and agreements for services or applications used to create, develop, display or deliver digital content are required to conform with applicable accessibility and other IT related policies.
<p>Contracts with Data Processing</p>	<p>Office of Ethics, Compliance and Privacy (OECF). If the contract involves personal information (regulated and/or restricted data) processing (collection, storage, use and transmission), OECF must review the contract.</p> <p>OECF can be contacted at privacy@gwu.edu</p>
<p>Contracts with Digital or Web Content</p>	<p>If your contract is related to purchase of digital content, covers a service or capability to develop digital content or is an application or capability to display or deliver digital content to users through installed computer application, through mobile devices and mobile apps or through web based applications and services, the content owner is responsible for assuring content is equally accessible to individuals with disabilities. The university has committed to making all digital and web-based content accessible to all by employing principals of universal design and striving to adhere to the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA. The contract owner should include an accessibility addendum with the contract and the vendor should be asked to provide a Voluntary Product Accessibility Template (VPAT) or other commensurate proof of meeting the WCAG standards. A non-compliant vendor may be required to remediate any nonconforming products or deliverables or replaced with a compliant vendor. Questions concerning digital accessibility can be directed to GW IT at itconmgt@gwu.edu or the Office of the Senior Vice President and General Counsel (OGC) at gwlegal@gwu.edu.</p>
<p>Relationships and Transactions where GW will be paid</p>	<p>If the terms of a contract require your department or school to conduct any activity unrelated to the university’s exempt purpose of education and research, please consult the Tax Department. More information about Unrelated Business Income Tax can be found on the tax department website at https://taxdepartment.gwu.edu/unrelated-business-income-tax.</p> <p>tax@gwu.edu 571-553-8313</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.

An electronic version of the contract (preferably a word document, but otherwise a PDF) should be sent to 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. Generally, this period of time could be up to one week. Depending on the complexity of the contract and other factors, however, the review process may be more than a week.

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 and provide the justification/reason why.

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><u>Description</u></p> <ol style="list-style-type: none">1. GW School/Division and Department information (initiator, owner/originator, dept. contact)2. Other/Third Party's name3. Title/Name of the contract4. Type of Agreement (new, renewal, amendment, other, etc.)5. Term of contract (duration; start & end date)6. Financial information (estimated cost & estimated revenue; funding source/type)7. Purpose/Description of the contract (include important business terms)
<p><u>Approvals</u></p> <p>8. Names and titles of relevant reviewing parties:</p> <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, vice president, or vice provost).</p> <p><u>Secondary School/Division Head</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 Section VI of this Guide, "Review and Comment" and "Collateral Review of the Contract".</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 & Chief Financial Officer, Provost, Dean of School/College, Vice Provost, or Vice President of Division.</p>
<p><u>Other Information</u></p> <ol style="list-style-type: none">9. Any additional action required should be described (notary required, if more than one original signed copy is needed indicate how many, etc.).10. Return instructions: name and contact information of the person from the originating department to notify when originals are signed and ready for pickup.

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 has been 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 & Chief Financial Officer, Provost, Dean of School/College, Vice Provost, or Vice President of Division).

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.

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.)

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**. 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 & chief financial officer, or those specifically authorized by the Board of Trustees.

- The president and the executive vice president & chief financial officer may execute contracts and other instruments as required to conduct the university's business operations.
- The president and the provost may execute contracts, faculty appointment letters, and other instruments related to the management of the university's academic programs.
- While the provost and the executive vice president & chief financial officer 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 & chief financial officer may be delegated to others.

- Various signature delegations have been made by the provost and the executive vice president & chief financial officer, 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 your finance director or 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 & chief financial officer and/or the provost & 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 with an individual for services, [the worker classification form \(for U.S. based work\)](#) or [international engagement request form \(for foreign based work\)](#) approved by the Tax Department must be included.

VIII. Contract Basics: FAQs

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 "Common Types of Contract Documents", 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 this Guide under Section VII “Signature Authority”. 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. 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 GW 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 this Guide under Section IV “Contracts Originating Through Other Offices (Where Procurement is Not Initially Involved)”. You also may contact OGC for assistance by emailing the contracts email at 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.

My contract is for IT products and services and may involve data storage/processing, or integrations, connections or access to GW computer systems. What do I need to do to make sure the products or services are OK to use?

If your contract is for any IT products or services (software, hardware, SaaS, Cloud, Web-based) or third-party data management or processing, GW Information Security requires a vendor security assessment. Assessments can be requested via the [Vendor Security Assessment Request](#). Additionally, the Privacy Office may need to review the data processing terms, particularly if the product or service includes data management outside of the U.S. If determined to be necessary by GW IT, the Privacy Office and OGC, an addendum containing additional contractual terms related to data protection and security may be added to the contract with the vendor (e.g. GW Confidential Information Addendum or the GW Data Protection Addendum).

I have heard that the university is committed to making all digital and web content accessible and usable for everyone, what sort of products and services would be subject to an accessibility review?

If your contract is related to purchase of digital content, covers a service or capability to develop digital content or is an application or capability to display or deliver digital content to users through installed computer application, through mobile devices and mobile apps or through web based applications and services, the content must be equally accessible to individuals with disabilities. The university has committed to making all digital and web-based content accessible to all by employing principals of universal design and striving to adhere to the Web

Content Accessibility Guidelines (WCAG) version 2.1, Level AA. As part of the review, the vendor should be asked to provide a Voluntary Product Accessibility Template (VPAT) (a document which evaluates how accessible a particular product is according to the Section 508 Standards) or other commensurate proof of meeting the WCAG standards. A non-compliant vendor may be required to remediate any nonconforming products or deliverables or replaced with a compliant vendor.

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. 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 in this Guide under Section IV “Contracts Originating through Other Offices (Where Procurement is Not Initially Involved)”.

What if my international contract is not in English when received; how can the university review it, if it is in the foreign language?

In order to understand the terms with which the parties are expected to comply in a contract that is not in English, the responsible university office must obtain a translation certified by a professional translator prior to submitting the contract for review through the appropriate review process (see Section V, Contract Review and Approval Process). The responsible university office can obtain professional translations of documents through the [Procurement Department](#). Alternatively, the responsible university office may also ask the foreign contractor to provide a certified English translation by a professional translator.

What if my international contract is negotiated in English, but the foreign party wants the university to sign the final contract in English and in a foreign language?

In some cases, a foreign contractor will agree to sign only an English version of a contract. In other cases, the university and the foreign contractor will agree to sign versions of the contract in more than one language. In such cases, the responsible university office should include the English translation of the contract certified by a professional translator, along with the contract in the foreign language as appropriate, for final signature. A responsible university office may ask the foreign contractor to provide a certified English translation or may request a translation through the [Procurement Department](#). Note that the university does not require that a contract be signed in a foreign language but is willing to do so, provided that a certified English translation is also presented for final signature.

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

[The George Washington University 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 this Guide under Section VI "Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel".

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. For more information on when and how to contact the Risk Management office, see this Guide under Step 2 “Collateral Review of the Contract” within Section VI “Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel”.

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 this Guide under Step 2 “Collateral Review of the Contract” within Section VI “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.

What is a worker classification form?

The worker classification form is a questionnaire concerning the work to be performed by an individual in the U.S. for the university. A separate international engagement request form is used for work to be performed by an individual overseas. 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](#).

Effective 2017, the Worker Classification form is no longer used for work to be conducted outside the U.S. Departments wishing to engage workers to perform services overseas must follow the process outlined on HR's website for [International Hires and Placements](#).

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 (571) 553-8313.

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](#).

IX. Common Types of Contract Documents

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.

X. Contact Information

Procurement and Travel Services

202-994-2500

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

Office of the Senior Vice President and General Counsel

202-994-6503

<https://generalcounsel.gwu.edu/>

Contracts: contracts@gwu.edu

Affiliation Agreements: eduaffiliations@gwu.edu

Other: gwlegal@gwu.edu

Appendix A: Procurement's Competitive Exemptions List

The following procurements are exempt from Competitive Source Selection 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 Regulations \(FAR\)](#) in excess of \$3,500 and [Uniform Guidance \(UG\)](#) greater than \$10,000 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 or UG is required by the Sponsor, please contact Procurement for available contracting options.

1. Animals and plants for laboratory and research use (exempt from competition, but must only be procured by the Animal Research Facility Staff.)
2. Medical services for research projects
3. Publication of scholarly papers in specific professional journals
4. Payments to or on behalf of university officers and employees for salaries, fringe benefits, professional fees, or reimbursements
5. 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
6. 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
7. 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
8. Arbitrator and mediator services
9. Court reporter services

10. 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
11. Insurance or insurance broker services
12. Payment of dues or fees of organizations of which the University or its officers and employees are members as provided in these procedures
13. Subscriptions
14. Registration or workshop fees for conferences and training
15. Renewal of software maintenance agreements and subscription licenses
16. Disbursement of funds to governmental bodies
17. Disbursement of funds as loans, under loan programs administered by the university
18. Services for the recruitment of international students
19. 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
20. 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

21. Works of art for museum or public display
22. Library books, periodicals, subscriptions, educational databases, and other related library materials, purchased by the Library or on behalf of the Library
23. Performances, including entertainment, speeches, and cultural and artistic presentations, settlement fees resulting from ticket sales
24. Goods and services for commercial resale by the university or its affiliates
25. Services of lecturers, speakers, trainers, facilitators and scriptwriters when the provider possesses specialized training methods, techniques or expertise in the subject matter
26. 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
27. Food and fodder for animals
28. 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)
29. Affiliation agreements with hospitals and other health care providers required for The George Washington University clinical education programs
30. Advertisements in specialized publications, such as in ethnic or foreign language publications, trade publications, or professional publications
31. Translation/Interpreter services
32. Advertising on radio and television airtime, print or other media where selection is to be made by current audience/reader demographics
33. 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
34. 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

35. Payments of tuition on behalf of GW students to other Universities, Institutions, and Instructional Platforms
36. Rental of booth space for exhibits at conventions and trade shows when organized by a single sponsor
37. Opponents for athletic contests
38. 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
39. Referees and officials for athletic contests
40. Utility services whose rates or prices are fixed by regulatory processes or agencies
41. Procurement of repair services when dismantling is required to assess the extent of repairs
42. Executive Search Firms and Recruiters used by the University for specialized hiring.

Appendix B: Signature Authority Table

According to university's bylaws, only certain individuals are authorized to contractually bind the university: the president, the provost, and the EVP CFO, 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 EVP CFO 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 president, provost, and EVP CFO 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 President, or the Office of the Provost and Executive Vice President for Academic Affairs, or the Office of the Executive Vice President and Chief Financial Officer (EVP CFO), as appropriate. General questions concerning the scope of authority may be directed to the Office of General Counsel. This table will be reviewed annually.

Abbreviations used in this table

Provost and Executive Vice President for Academic Affairs	Provost
Office of Risk Management	Risk
Executive Vice President and Chief Financial Officer/Treasurer	EVP CFO
Vice President for Research	VPR
Office of Vice President for Research	OVPR
Office of Senior Vice President and General Counsel	OGC

The terms "contract" and "agreement" are used interchangeably in this table and refer to documentation that sets forth the acceptance of obligations on behalf of the university or a binding arrangement between two or more parties.

Bylaws of the University				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract /Designation Types	Limitations	Sub-delegation
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
EVP CFO	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	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

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Provost	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
Deputy Provost for Academic Affairs	Delegated by Interim Provost per memo dated 01/08/2016	Academic agreements	Does not include faculty appointment letters, document related to faculty or investigator conflicts of interest or commitment, or agreements that involve expenditure of funds by the university.	No
International Programs				
Associate Provost 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

Agreements related to Academic Programs

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Schools and Academic Departments				
Interim Dean, Columbian College of Arts and Sciences	Delegated by Provost per memo dated 07/01/2018	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(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Dean, Graduate School of Education and Human Development	Delegated by Provost per memo dated 03/10/2014	Affiliation agreements related to the establishment of academic relationships and which 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 appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Dean, School of Nursing	Delegated by Provost per memo dated 06/14/2013	Academic affiliation agreements related to clinical training internship or externships	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No

Agreements related to Academic Programs

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Vice President for Health Affairs and Dean, School of Medicine and Health Sciences	Delegated by Provost per memo dated 03/01/2017 (signed 2/28/2017)	Academic affiliation agreements related to clinical training internships or externships	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	Yes, to the senior associate dean for health sciences and to the senior associate dean for m.d. programs
Senior Associate Dean for Health Sciences, School of Medicine and Health Sciences	Delegated by VP of Health Affairs and School of Medicine and Health Sciences Dean per memo dated 03/02/2017	Academic affiliation agreements related to health sciences clinical training internships or externships	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Senior Associate Dean for M.D. Programs, School of Medicine and Health Sciences	Delegated by VP of Health Affairs and School of Medicine and Health Sciences Dean per memo dated 03/02/2017	Academic affiliation agreements related to medical education clinical training internships or externships	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No

Agreements related to Academic Programs

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Dean, School of Public Health and Health Services	Delegated by Provost per memo dated 06/14/2013	Academic affiliation agreements related to clinical training internship or externships	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Dean, Law School	Delegated by Provost per memo dated 06/16/2015	Affiliation agreements related to the establishment of academic relationships and which set the terms by which Law School students may participate in internships or externships at other facilities	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Dean, College of Professional Studies	Delegated by Provost per memo dated 06/16/2015	Affiliation agreements related to the establishment of academic relationships and which set the terms by which CPS students may participate in internships or externships at other facilities	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No

Agreements related to Academic Programs

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Dean, School of Engineering and Applied Sciences	Delegated by Provost per memo dated 06/16/2015	Affiliation agreements related to the establishment of academic relationships and which set the terms by which SEAS students may participate in internships or externships at other facilities	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No
Dean, School of Business	Delegated by Provost per memo dated 06/16/2015	Affiliation agreements related to the establishment of academic relationships and which set the terms by which School of Business students may participate in internships or externships at other facilities	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include agreements that involve the receipt or expenditure of funds by the university or international agreements	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
EVP CFO	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
Deputy EVP CFO	Delegated by EVP CFO per memo dated 05/07/2014	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
Schools and Academic Departments				
Provost and Vice President for Academic Affairs	Delegated by EVP CFO per memo dated 06/18/2014	Agreements related to business operations within the Office of the Provost with financial obligations of two hundred fifty thousand dollars (\$250,000) or less	Must secure OGC and appropriate collateral review and approval of agreements	Yes, to the vice provost for budget and finance
Vice Provost for Budget and Finance	Delegated by Provost per memo dated 06/18/2014 (signed 06/23/2014)	Agreements related to business operations within the Office of the Provost with financial obligations of one hundred thousand dollars (\$100,000) or less	Must secure OGC and appropriate collateral review and approval of agreements	No
Dean of Libraries and Academic Innovation	Delegated by EVP CFO per memo dated 08/10/2016	Agreements related to business operations 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	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Associate Vice President and Deputy Chief Information Officer for Academic Technology	Delegated by EVP CFO per memo dated 05/04/2010	Statements of works or orders made pursuant to an existing master service agreement	Must secure OGC and Risk review and approval of agreements	No
Director, George Washington Museum and The Textile Museum	Delegated by EVP CFO per memo dated 8/10/2016	Agreements related to museum purchases and loans including agreements for goods and services with financial obligations of ten thousand dollars or less; non-disclosure and confidentiality agreements; and loan agreements with other museums, entities, or individuals with financial obligations of ten thousand dollars or less using the standard template agreement	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Dean of the Student Experience	Delegated by EVP CFO per memo dated 08/13/2018	Agreements related to student activities and events held by Enrollment and the Student Experience, including speakers, performers, rental of off-campus space, and other entertainment related services, with financial obligations of twenty five thousand dollars (\$25,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements	Yes, to an associate dean within Enrollment and the Student Experience
Interim Associate Dean of Students	Delegated by Dean of the Student Experience per memo dated 08/22/2018	Agreements related to student activities and events held by Enrollment and the Student Experience, including speakers, performers, rental of off-campus space, and other entertainment related services, with financial obligations of fifteen thousand dollars (\$15,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements	No
Dean of the Student Experience	Delegated by EVP CFO per memo dated 08/13/2018	Housing license agreements with students for a duration of either a semester or a full academic year, and student groups for a duration not to exceed a semester	Must use OGC prepared and approved standard template agreements, or must secure OGC review and approval of any changes	Yes, to the assistant dean of students for GW housing

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Assistant Dean of Students for GW Housing	Delegated by Dean of the Student Experience per memo signed 08/17/2018	Housing license agreements with students and student groups for a duration of either a semester or a full academic year, and license agreements for use of residence halls for summer housing	Must use OGC prepared and approved standard template agreements, or must secure OGC review and approval of any changes	No
Director, Nanofabrication and Imaging Center	Delegated by EVP CFO per memo dated 08/14/2017	Facility use agreements	Must use OGC approved standard template agreements, or must secure OGC and Risk review and approval of any changes	No
Vice President for Health Affairs and Dean, School of Medicine and Health Sciences	Delegated by EVP CFO per memo dated 08/13/2018	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements or agreements and documents processed by OVPR, or agreements with Medical Faculty Associates or GW Hospital	Yes, to the assistant dean for finance, planning and fiscal operations

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Assistant Dean for Finance, Planning and Fiscal Operations, School of Medicine and Health Sciences	Delegated by VP for Health Affairs and School of Medicine and Health Sciences Dean per memo dated 08/17/2018 (signed 08/20/2018)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements or agreements and documents processed by OVPR, or agreements with Medical Faculty Associates or GW Hospital	No
Dean, School of Nursing	Delegated by EVP CFO per memo dated 04/04/2017	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements, or agreements and documents processed by OVPR, or agreements with Medical Faculty Associates or GW Hospital	No
Dean, Milken Institute School of Public Health	Delegated by EVP CFO per memo dated 04/04/2017	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements, or agreements and documents processed by OVPR, or agreements with Medical Faculty Associates or GW Hospital	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Dean, Graduate School of Education and Human Development	Delegated by EVP CFO per memo dated 12/12/2014 (signed 01/09/2015)	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 or agreements and documents processed by OVPR	No
Dean, Elliott School of International Affairs	Delegated by EVP CFO per memo dated 06/20/2016	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 or agreements and documents processed by OVPR	No
Interim Dean, Columbian College of Arts and Sciences	Delegated by Interim EVP CFO per memo dated 07/01/2018	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements or agreements and documents processed by OVPR	No
Dean, School of Engineering and Applied Sciences	Delegated by EVP CFO per memo dated 12/12/2014 (signed 01/09/2015)	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 or agreements and documents processed by OVPR	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Dean, School of Business	Delegated by Interim EVP CFO per memo dated 07/02/2018 (signed 07/06/2018)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements, or agreements and documents processed by OVPR	No
Dean, Law School	Delegated by EVP CFO per memo dated 12/29/2014 (signed 01/09/2015)	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements, or agreements and documents processed by OVPR	No
Interim Dean, College of Professional Studies	Delegated by EVP CFO per memo dated 02/26/2018	Agreements with financial obligations of fifty thousand (\$50,000) or less	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements; Does not include: international agreements, or agreements and documents processed by OVPR	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Athletics				
Director of Athletics	Delegated by EVP CFO per memo dated 07/24/2014 (signed 12/10/2014)	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
Director of Athletics	Delegated by EVP CFO per memo dated 12/15/2015 (signed 12/16/2015)	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 senior associate athletics directors /health & wellness; and /student development

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
External Relations				
Vice President for External Relations	Delegated by EVP CFO per memo dated 12/15/2015 (signed 12/16/2015)	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 (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No, except for licenses for the use of university owned registered marks may be delegated to the associate vice president, and assistant director, marketing and creative services
Associate Vice President, Marketing and Creative Services	Delegated by VPER per memo dated 1/11/2016 (signed 1/14/2016)	Agreements related to licenses for the use of university owned registered marks	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, Marketing and Creative Services	Delegated by VPER per memo dated 1/11/2016 (signed 1/14/2016)	Agreements related to licenses for the use of university owned registered marks	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No

Agreements related to Business Operations

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Associate Vice President, Events and Venues, External Relations	Delegated by EVP CFO per memo dated 01/08/2010 (signed 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
Associate Vice President, Events and Venues, External Relations	Delegated by EVP CFO per memo dated 01/08/2010 (signed 01/14/2010)	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
Associate Vice President, Events and Venues, External Relations	Delegated by EVP CFO per memo dated 01/08/2010 (signed 01/14/2010)	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

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Procurement				
Executive Director, Procurement	Delegated by EVP CFO per memo dated 05/09/2016	Placing orders and executing agreements related to the purchase of goods and services using the university's standard terms and conditions prepared or pre-approved by OGC	Must secure OGC and appropriate collateral review(s) and approval(s) of (i) any changes to the standard terms and conditions; and (ii) vendor provided agreement documents	Yes, to the director, procurement managers, and buyers within the department of procurement
Executive Director, Procurement	Delegated by EVP CFO per memo dated 01/09/2015	Agreements related to procurements made with funds from third-party sponsors through OVPR	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements	Yes, to the director, procurement managers, and buyers within the department of procurement

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
GW Information Technology				
Chief Information Officer	Delegated by EVP CFO per memo dated 06/01/2018	Agreements with financial obligations of two hundred fifty thousand dollars (\$250,000) or less; statements of work or orders made pursuant to an existing master services agreement; non-disclosure and confidentiality agreements; GWapp application agreements	Must secure OGC and appropriate collateral review(s) and approval(s) of agreements	Yes, to the assistant vice president, planning and strategic initiatives for periods when the CIO will be absent from the office
Assistant Vice President, Planning and Strategic Initiatives	Delegated by Chief Information Officer per memo dated 06/02/2018	Agreements with financial obligations of two hundred fifty thousand dollars (\$250,000) or less; statements of work or orders made pursuant to an existing master services agreement; non-disclosure and confidentiality agreements; GWapp application agreements	For periods when the CIO will be absent from the office, which will be conveyed to AVP by CIO. Must secure OGC and appropriate collateral review(s) and approval(s) of agreements	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Operations				
Senior Associate Vice President for Operations	Delegated by EVP CFO per memo dated 05/31/2018	<ul style="list-style-type: none"> Contracts for construction and renovation projects, design, and planning, and professional services related thereto, up to \$3,000,000 Contracts related to goods and services related to operational requirements, up to \$500,000 Contracts for vendor enrollment in the GWorld Card program up to \$500,000 Lease administration documents (not leases) Limited notices to proceed ("LNTP") Real estate tax filings Regulatory filings 	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third-party agreements	No
Senior Advisor & Chief of Staff	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for 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

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Director, Business Services & Staff Development	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for administrative related scope 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 EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for 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
Executive Director, Business & Auxiliary Services	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for 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, Sustainability	Delegated by EVP CFO per memo dated 05/31/2018	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, Technology and Information Management	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for technology 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

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Assistant Vice President, Facilities & Campus Development	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for construction, design, and development related scopes, as well as services and supplies required in the normal course of business, including construction and maintenance services and supplies, 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
Executive Director, Facilities Maintenance	Delegated by EVP CFO per memo dated 05/31/2018	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
Director, Campus Development Management	Delegated by EVP CFO per memo dated 05/31/2018	Agreements, LNTP, and change orders for design and development related scope 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

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Director, Campus Planning	Delegated by EVP CFO per memo dated 05/31/2018	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, Facilities Resources & Planning	Delegated by EVP CFO per memo dated 05/31/2018	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
Finance and Fiscal Management				
Associate Vice President, Tax, Payroll & Benefits	Delegated by EVP CFO 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
Associate Vice President of Financial Operations	Delegated by EVP CFO per memo dated 11/17/2017	Sign debt payment agreements with former students	Maximum term of payment no more than four (4) years and with interest assessed on the debt is set at the university's then-standard rate	Yes, to the university's collection contractor, ECSI, for debts of \$15,000 or less

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Legal				
Senior Vice President and General Counsel	Delegated by EVP CFO per memo dated 02/24/2014 (signed 02/25/2014)	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
Deputy General Counsel	Delegated by Senior Vice President and General Counsel per memo dated 03/07/2019	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)		No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Research				
Vice President for Research	Delegated by EVP CFO per memo dated 12/22/2014 (signed 01/09/2015)	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units or by third parties	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects.	Yes, to positions within OVPR as necessary to efficiently perform the functions of OVPR
Senior Associate Vice Provost for Research	Delegated by VPR per memo dated 09/28/2018 (signed 09/27/2018)	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units or by third parties	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects.	No
Director, Sponsored Projects	Delegated by VPR per memo dated 03/09/2015 (signed 03/10/2015)	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units or by third parties	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects.	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Associate Director, Office of Sponsored Projects	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units or by third parties	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects.	No
Senior Contracting Officer	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	Proposal applications, grant and contract documents related to sponsored research, which are funded by governmental units or by third parties when the total value does not exceed ten million dollars (\$10,000,000.00)	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects. Does not include any Level 3 agreements, agreements with unique compliance considerations, nor closeout or other documents that require Authorized Organizational Representative signature.	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Contracting Officer(s)	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	Grant and contract documents related to sponsored research, which are funded by governmental units or by third parties and utilize the Federal Demonstration Partnership (“FDP”) template with no special terms and conditions, and unfunded Non-Disclosure Agreements and Teaming Agreements related to sponsored projects.	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects. Does not include any substantive changes to the FDP template.	No
Assistant Director, Pre-Award Management	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	Standard proposal applications related to sponsored research, which are funded by governmental units or by third parties, when the total value does not exceed ten million dollars (\$10,000,000.00).	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects. Does not include any proposal applications with unique compliance considerations.	No

Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Assistant Director, Award Setup and Subaward Management	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	Subaward agreements related to sponsored research, which are funded by governmental units and third parties, including modifications that are not substantive.	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects. Does not include any substantive changes, including special terms and conditions to the FDP subaward template.	No
Assistant Director, Post-Award Management	Delegated by VPR per memo dated 09/26/2018 (signed 09/27/2018)	No-cost extension and prior approval requests related to sponsored research, which are funded by governmental units and third parties.	Does not include agreements with financial expenditure obligations on behalf of the university or for the procurement of goods or services by the university for sponsored projects.	No
Director, Office of Entrepreneurship	Delegated by EVP CFO 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
Managing Director, Technology Commercialization Office	Delegated by EVP CFO 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

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
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
Vice President for Development and Alumni Relations	Delegated by President per memo dated 04/17/2018 (signed 04/19/2018)	Gift agreements for gift valued at less than one million dollars (\$1,000,000)	Must secure appropriate review and approval under Development and Alumni Relations' gift approval process	No
EVP CFO	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 EVP CFO 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
Deputy General Counsel	Delegated by Senior Vice President and General Counsel per memo dated 03/07/2019	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		No

Agreements related to Gifts

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Associate Vice President of Financial Operations	Delegated by EVP CFO per memo dated 03/07/2014	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
Dean of Libraries and Academic Innovation	Delegated by EVP CFO per memo dated 06/20/2016	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; Treasury Management must be notified of contract	Yes, to the associate university librarian

Appendix C: Form Routing/Tracking Sheet

(MS WORD VERSION AVAILABLE ON ELECTRONIC "GW AGREEMENTS APPROVAL ROUTING" [TEAMSITE](#))

AGREEMENT ROUTING SHEET

**THE GEORGE
WASHINGTON
UNIVERSITY**
WASHINGTON, DC

_____ # of Original Copies
_____ Date Routing Started

Description

Responsible University Office	School/Division: _____ Owner: _____ Department: _____ Dept. Contact: _____ Phone/Email: _____	
Other/Third Party Name: _____		
Title/Name of Agreement: _____		
Type of Agreement (x):		New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Other _____
<i>If this is a Services or an Independent Contractor Agreement with an individual or sole proprietorship, the approved Worker Classification Review Form for services to be performed in the US, or International Engagement Request Form for services to be performed overseas MUST be included with the agreement.</i>		
Term/Duration of Agreement: _____		
Financial: Estimated Cost: _____	Estimated Revenue: _____	
Funding Source Type (x):		Operating <input type="checkbox"/> Capital <input type="checkbox"/> Endowment <input type="checkbox"/> Other _____
Comments: _____		
Purpose (please describe): _____		

Approvals

Initials: _____	Date: _____	[Insert Name and Title] Finance Director
_____	_____	[Insert Name and Title] Collateral Review (e.g. Risk Management, DIT, Tax Dept., Int'l Programs, etc.)
_____	_____	[Insert Name and Title] Other Approvers (as applicable)
_____	_____	[Insert Name and Title] Office of the General Counsel
_____	_____	<input type="checkbox"/> [Insert Name and Title] Check box if signatory Dean of School/College, Vice President of Division, or Vice Provost
_____	_____	<input type="checkbox"/> M. Brian Blake Check box if signatory Provost and Executive Vice President for Academic Affairs
_____	_____	<input type="checkbox"/> Mark Diaz Check box if signatory Executive Vice President and Chief Financial Officer

Check box if Additional Action Required & describe (notary, etc.): _____

Questions or concerns? Please contact the Department Contact or OGC, as appropriate.

Return Instructions: The below person from the originating department should be notified when originals are signed and ready for pickup.

Name: _____ Phone/Email: _____

Retention: The "responsible university office" (school, division, department or office from which a desired transaction or contract originates) is the official custodian of the original contract, which should be retained in accordance with the university [Records Management Policy](#).