

Contract Process Guide

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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 assist with a proposed purchase transaction and review or approve a contract before execution?
- 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, a transaction 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 “**procurement transaction**” means all activities related to the obtaining of any goods or services, including a description of requirements, selection, and solicitation of contractors, requisition, preparation and award of contract, and all phases of contract administration that are related to purchasing.
- 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 “**end user office**” means the school, division, department, or office from which a desired transaction or contract originates. This office is typically 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.
- “**P2P**” is an abbreviation for Procure-To-Pay, the department that is responsible for the university’s procurement of goods and services at GW.
- “**OGC**” is an abbreviation for the Office of General Counsel.

This Contract Process Guide is available on the university’s Procurement website. This Guide is subject to periodic updates. 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 university’s Office of General Counsel 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.

1. P2P Services

The purchase of most goods and services needed by the university community is managed by Procurement through the procurement process. Essentially, whenever a university office seeks to buy something or pay for something (a procurement transaction), the office should be working with P2P for that purchase. The following is a list of commonly purchased goods and services:

- Consultants and professional service providers
- Speaker and performance engagements
- Temporary staffing services
- All kinds of supplies (office, lab, scientific, computer, operations)
- Technology products and services, software and hardware, SaaS, cloud and web-based services
- Copier and printer leasing
- Translation and interpretation services
- Furniture and fixtures-
- Coffee and water service for offices
- Catering
- Goods and services related to sponsored research
- Hotels and event spaces)
- Event related services, such as audio/visual, production, staging, and tents
- Vehicle leasing and purchasing
- Mobile (cell) phones and service
- Shipping services
- Subscriptions and periodicals
- Amendments and addenda to, and additional services under, existing contracts managed by P2P

See Section III of this Guide for more information on P2P managed contracts and purchases

2. Specific University Offices

There are also specific university offices that manage certain specialized transactions that are not handled through P2P. Examples of specialized transactions include:

- Sponsored projects/research
- Patents, technology transfer agreements
- International affiliations
- Gifts and bequests
- Real estate transactions, including leases and licenses for the use of space
- Employment matters and temporary employment (but, not staffing service contracts)
- Licenses to film or record on campus
- Disposal of surplus property
- Rental of event and meeting space on campus
- Data use agreements
- Use of the university name or image

See Section IV of this Guide for information about specific offices that handle specialized transactions

3. Office of the General Counsel

If a desired transaction is not handled by either P2P or another specific university office, the matter should be brought to the attention of Office of General Counsel, such as:

- Academic affiliations and collaborations (domestic and international)
- Outside legal counsel
- Real estate
- Matters involving works of art, special collections, or relics
- Banking and financial operations
- GW Benefits providers
- Copyright, trademark, and patent licenses and related agreements
- Booking performance agreements
- Liability waivers and releases
- Confidentiality and Non-Disclosure Agreements (when not a part of a P2P transaction)
- Amendments to existing contracts handled previously by OGC
- Other unique or specialized transactions

See Section V of this Guide for further information concerning contract review with OGC

III. Purchasing of Goods and Services through the Procure-to-Pay Department

The GW Procure-to-Pay Department is the responsible oversight area for the purchase of goods and services for university purposes (procurement transactions and payables).

IF YOU ARE BUYING A GOOD OR SERVICE, YOUR CONTRACT MUST BE PROCESSED THROUGH P2P

The 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. P2P 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
- Coordinate and manage, on behalf of the end user office, the review of contract documents by OGC, Privacy, GW IT, and Risk Management (See below)
- Manage the university's systems and tools for purchasing goods and services, including EAS Oracle Purchase Orders, Gatekeeper contract management tool, iBuy+ (Concur Invoice, Travel, and Expense), PaymentWorks (supplier registration), along with the university's Procurement Card Program
- Manage Travel Services and the iBuy+ Travel booking tool for individual and group travel accommodations
- Assist in a Competitive Solicitation Process or Requests for Proposals (RFP) when required for a purchase
- Review all necessary paperwork so that contractors are registered properly with the university to ensure timely payment
- Issue Purchase Orders
- Manage the expense reimbursement process along with the payment of invoices and other university payments

Procure-to-Pay Review of Commercial Contracts for Goods and Services

P2P manages both the procurement and contract review process for legal contracts associated with the acquisition of goods and services. University offices and divisions should send commercial contracts for goods and services with the necessary supporting documents to P2P for review and processing through either (1) [EAS/Oracle](#) requisition or (2) [Gatekeeper](#).

P2P receives the Purchase Requisition and manages the contract review process of the related contract documents on behalf of the end user office. The assigned P2P Buyer and Contract Associate reviews the requisition from a business perspective and coordinates all relevant collateral reviews necessary for the purchase, such as OGC, Office of Risk Management, Privacy Office, and Information Technology. The P2P team will keep the end user office apprised of the status of the contract through the review process.

If the end user office has initiated collateral reviews prior to submitting the Purchase Requisition to P2P, the end user office should be sure to clearly indicate that in the requisition and include evidence of review and approval from the respective offices. P2P will ensure the contract is appropriately executed by the supplier and the proper GW signatory.

P2P Review Turn-Around Time

The average timeframe for P2P review and processing of contracts is two (2) weeks. However, depending on the complexity of the contract associated with the Purchase Requisition, a supplier's contract review may take longer to complete (as much as one or two months). The review process includes all required reviews as well as the negotiation of the terms of the contract with the supplier. P2P highly encourages requesting offices to submit Purchase Requisitions as well in advance of an anticipated need as possible.

NOTE:

GW Information Technology requires ALL products, services and suppliers that:

- (1) provide SOFTWARE or HARDWARE to be USED with or CONNECTED to the UNIVERSITY NETWORK; AND/OR
- (2) process, store, or transact NON-PUBLIC and PERSONAL INFORMATION,

to undergo an IT Security Risk Assessment.

If a purchase or acquisition of an IT product or service requires an **IT Vendor Security Risk Assessment**, then the assessment process should commence prior to submitting a Purchase Requisition to P2P. End-user offices should allow at least thirty (30) days to complete the assessment process. [IT Vendor Security Assessment requests can be submitted directly to GW IT](#). **More information on the security risk assessment process can be found in Section IV of this Guide.**

Methods of Purchasing at GW

Procurement Options at GW below (Table 1) presents a summary of the **five (5) 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 (**iBuy+**). 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 an 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.

Caution:

- Purchases of technology hardware, software, or cloud services CANNOT be made with a **P-Card** without prior review by GW IT through a [Vendor Security Risk Assessment](#).
- Additionally, **P-Card** purchases of a product that processes or stores non-public or personal information MUST ALSO be reviewed by the Privacy Office (email the Privacy Office at privacy@gwu.edu).

More information regarding GW's methods of procurement can be found in the Procurement Manual. Contacting P2P 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. P2P can be reached at (202) 994-2500 or by e-mail, p2p@gwu.edu.

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

Table 1: Procurement Options at GW

GW iBuy+	Contracted Suppliers: iBuy+ includes a list of suppliers and vendors that are already under contract with GW. Check to see if the product or service is available through iBuy+ Goods and Services or iBuy Travel. For further information, visit the iBuy+ website or contact the iBuy+ Hotline at 571-553-4477.
P-Card Program	The Procurement Card (P-Card) is a corporate credit card that can be used for approved purchases of goods and services under \$3,500. <u>HOWEVER</u> , any purchase of <u>ANY</u> IT software or hardware products or services that process non-public and personal information <u>MUST FIRST</u> be reviewed by GW IT Security and the Privacy Office prior to purchase (even with a P-Card!). Furthermore, any written (or electronic) contract related to a P-Card purchase must be properly reviewed prior to execution by an authorized signatory. More information can be found on the P-Card Program website .

Competitive Solicitation; Quotes or Proposals	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 form 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.
Sole Source Selection (Appendix A)	Competitive Exemption List: If a good or service is on the Competitive Exemption List (and is not federally funded), an end user 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. <i>See Appendix A.</i>
Emergency Purchases	In the event of an occurrence that threatens the safety or health of the GW community, causes loss or damage to university property or environment, or disrupts normal university operations, the CFO may waive competitive solicitation and approve expedited procurement of goods and services to respond to the emergency.

Enterprise-Wide Contracts

P2P establishes agreements for common commercial 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 P2P'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 iBuy+ 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+:

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

iBuy+ Travel is P2P's online travel booking tool found 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 on the [Travel Services website](#).

Other Contracted Suppliers. For some goods and services not available through iBuy+ (not every enterprise-wide contract fits into the iBuy+ format), P2P 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
- Translation Services
- 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. If a P-Card purchase is for any IT product, including software, hardware, or services that process non-public and personal information, the IT product must FIRST be reviewed by GW IT Security through a [GW IT Security Risk Assessment](#), and the Privacy Office (privacy@gwu.edu) PRIOR to purchase. If a P-Card purchase involves a written contract, the contract must be reviewed and approved, prior to execution.

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, a competitive solicitation process should be utilized. **P2P assists with this process.**

Note: 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. The following questions should be asked to help determine the necessary process to follow.

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

- **Yes** – For all purchases over \$10,000 on federal contracts or in excess of \$10,000 on federal grants or cooperative agreements, three (3) written quotes are required by the requestor or Procurement. Formal solicitations are required at \$250,000 on federal contracts and at \$250,000 for federal grants and cooperative agreements. Because of the need for public advertisement of these opportunities related to federal contracts, 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 funds and non-Federal sponsored funds. Proceed to the 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, you should consult the [Procurement Guidelines Matrix found in Chapter 2](#) of the [GW Procurement Manual](#). The matrix lists threshold values for purchases and the actions required based on the funding source, the procedures described therein should be followed.

Sole Source Selection

For certain purchases over \$10,000 using Federal funds and \$25,000 using non-Federal sponsored research funds or university funds, a contractor may be selected without utilizing competition by providing a sole source justification using either the [Supplier Selection Memo \(SSM\)](#) or [Justification and Approval Form](#) (J&A Form), as appropriate.

Goods and services on the Competitive Exemption List that are funded by the university and/or non-federal sponsors (see [Appendix A](#)) are exempt from the Competitive Solicitation Process. This means an end user office may choose a contractor and the purchase may be paid by P-Card, Purchase Order or via [Payment Request Form](#) University Payables. Purchases above the threshold for goods and services on the Competitive Exemption List must always be placed on a Purchase Order. Furthermore, unless requested by the end user office, P2P does not need to be involved in these acquisitions (except to register contractors via a [new supplier registration](#) or for contract

review and execution as needed). However, if the purchase involves a written contract, the end user office should submit a Purchase Requisition to P2P through EAS/Oracle Purchasing Requisition process or through Gatekeeper if payment will be made via P-Card.

In other rare situations when a contractor is identified *without the* use of the competitive solicitation process, the end user office must complete the [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 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.

For additional information on the procurement process please refer to the Procurement Department's [website](#) and the [GW Procurement Manual](#).

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; (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 \$10,000 from a *federal contract* or in excess of \$10,000 if funded by federal grants and cooperative agreements, where the end user 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 P2P through the online requisition for approval.

(Note: The Supplier Selection Memo is required when expending federal funds from a federal grant or cooperative agreement.)

- 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 PO is approved by P2P, P2P 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 an “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 an RFP is used. An 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. The 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). P2P 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 [Financial Systems & Solutions \(FSS\) website](#). Consult your finance director or finance team on how to obtain access to the EAS to create a Requisition.
- Requirements Document: Documentation relating to a procurement that describes the good or service to be procured, such as a specification or scope of work. The requirements document is an internal document that P2P uses 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 funds*, *non-federal sponsored project funds*, and *federal grant or cooperative funds* when the expenditure is \$25,000 or more, where the end user 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. (Note: The Justification and Approval Form is required when expending federal funds from a federal contract.)
- 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.

IV. Other Offices (Where P2P is Not Initially Involved) that Handle Matters Associated with Contracts and Transactions

There are several issues and matters related to contract transactions, which may be initially handled by offices in the university other than P2P or OGC. The following is a list, by subject matter, of those transaction issues and the responsible office. If you are dealing with one of the transaction issues 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 may subsequently be subject to review through the appropriate process, whether that is with P2P (See Section III) or the Office of General Counsel (See Section V, the Contract Review and Approval Process).**

Contract Matters Handled by Specific University Offices

IT Products and Services	<p>GW Information Technology (GW IT) must be contacted to review all proposed purchases and acquisitions of IT products and services, including software and hardware, as well as services that process non-public and personal information (<i>even when purchasing with a P-Card!</i>). Through the Vendor Security Risk Assessment, GW IT Security will evaluate the product or service's security controls and network compatibility with GW system standards and technical specifications. It is most efficient to have GW IT Security review all such products and vendor practices before a contract is submitted as a Purchase Requisition to P2P.</p> <p><u>NOTE:</u> A GW IT Security review is required prior to purchase by P-Card.</p> <p>When a GW registered supplier will process, store, or transact non-public or personal information, a GW IT Vendor Security Risk Assessment AND review by the Privacy Office is required. To begin a Vendor Security Risk Assessment, an end user must submit a request for an IT Security Risk Assessment. For more information, please contact infosec@gwu.edu or IT Security Assessment FAQs. Requests for a privacy review can be made directly to the Privacy Office via privacy@gwu.edu.</p>
Digital Accessibility	<p>End user offices must ensure that IT products and services procured by GW are accessible to people with disabilities. IT products should be fully usable by people with disabilities, so that they have equal access to them, as people without disabilities have. Currently, GW strives to conform to Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. GW expects suppliers of IT products to have tested their products to confirm accessibility quality and to document the accessibility of the products using the Voluntary Product Accessibility Template (VPAT) report. More information can be found on the Accessibility at GW website. Questions can be sent through the Accessibility Feedback Form and consulting with the appropriate office.</p>

Contract Matters Handled by Specific University Offices

Audio and Video Production Services	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. P2P requirements still apply to these contractors, depending on the funding source and amount of the contract.
Audio and Video Recording Permission	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 reviewed and approved by Media Relations team. Please contact gwmedia@gwu.edu for additional information.
Construction and Renovation Services	Facilities Planning, Construction and Management (FPCM) coordinates and manages all construction and renovation projects on GW campuses and facilities. FPCM maintains a process for administering construction-related contracts and works with P2P when engaging construction managers and professional service providers. Please contact (202) 994-6700 for additional information. For repair services, see below ("Repair Services").
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 preferred entertainment vendors . P2P review and processing 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, the Museum and Libraries, has their own development office. Initiating gift and bequest transactions should begin with these offices. Contact information is included on the GW giving website .
International Affiliations	The Office of International Programs must be consulted on all contracts with foreign entities and/or relating to academic activity overseas, including international academic affiliations. They review these contracts and provide feedback prior to execution at GW. The Office of International Programs can be reached at oip@gwu.edu or (202) 994-0470.

Contract Matters Handled by Specific University Offices

Employment Recruitment	University Human Resources (HR) is available to provide expertise on employee recruiting and hiring at GW , including employee/executive searches, 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 end user 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 for HR is found on the GW HR website .
GW Administration meeting or performance space	Events and Venues department coordinates the scheduling, planning and executing of events held in campus meetings, performance, and event spaces. Information on venue spaces and rentals are provided on the Venues website.). Collegiate Services can be contacted for guidance on event catering, programming and protocols, for additional information, please contact Events and Venues at (202) 994-7470 or venues@gwu.edu .
Student Events	Office of Student Life in the Division for Student Affairs. Student organizations that have contracts related to events must process them in accordance with the procedures set forth in the Student Organization Handbook . Student Life manages spaces for students and student organizations to hold events, including guest lectures, performances and celebrations through the University Student Center . Contact ogrhhelp@gwu.edu for student contract assistance. Contact the University Student Center at studentcenter@gwu.edu for reservation assistance.
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 found on the Facilities Repairs website . Contact (202) 994-6706 for additional information.
Sponsored Research	The Office of the Vice Provost for Research works collaboratively with Research Support Teams to support principal investigators and department staff to submit compliant research proposals and oversee the administration of grants and contracts throughout the life of a project. Sponsored research administration services are organized into Teams that support two or more schools. Please consult the GW Research Support Teams (RST) Page to find your contact. If you are unsure of who to contact, please contact askovpr@gwu.edu .

Contract Matters Handled by Specific University Offices

Surplus University Property Allocation and/or Disposal	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 on the University Policy website .
Technology Commercialization	The Technology Commercialization Office promotes and facilitates the commercialization of GW technology and innovation, including licensing technologies and fostering collaboration between GW's researchers and industry partners. They can be reached at (202) 994-1917 or tco@gwu.edu.
Transportation Services	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.
GW's Names and Logos for Third Parties and Merchandise	Use of GW's trademarked names and logos are managed by Licensing & Trademarks in Business Services . Requests to obtain permission for the use of the university's name or logos for third parties can be submitted through the Licensing & Trademarks webpage. When purchasing merchandise for your department or organization please make sure to follow the university's Trademark Guidelines for merchandise and submit all artwork for approval.

V. Contract Review with the Office of General Counsel (Contracts that Do Not Begin with P2P or Other Offices)

NOTE:	Only if a contract is NOT handled by the P2P Department or NOT otherwise managed or initiated through any of the specific university offices discussed in Section IV, should the contract be reviewed under the Office of General Counsel process.
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If you have a contract or transaction that you are uncertain as to how it should be handled, please contact either the P2P Department at p2p@gwu.edu or OGC at contracts@gwu.edu, for guidance.

Step-By-Step Instructions:

Contract Review and Approval with the Office of General Counsel

Overview

Contracts not handled by P2P and not managed through another specific university office as set forth in Section V of this Guide, are handled through the Office of General Counsel (“OGC”) contract review process. OGC drafts, reviews, negotiates legal terms, and approves as to the legal sufficiency of 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.

This Section V provides detailed step-by-step instructions on the contract review process for contracts handled by OGC. The process can be broken into the four main parts, as shown in the below Table 3: “Contracts Review Process Overview.”

Table 3. OGC Contracts Review Process Overview

Review and Comment	<ul style="list-style-type: none"> • School/Division Review of the Contract • Collateral Review for specialized transactions • OGC Review
Negotiation	<ul style="list-style-type: none"> • Negotiation of Terms of the Contract with Outside Party
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
Contract Retention and Monitoring	<ul style="list-style-type: none"> • End User Office Retains the University's Copy • End User Office Monitors the Obligations Under the Contract

Review and Comment

NOTE: ALL contracts must be submitted for *Review and Comment* BEFORE being routed for Final Review and Signature

Before a contract is submitted to OGC for review, the **end user office** itself is required to review the contract carefully and make certain that it includes the business or programmatic terms the end user office is expecting.

Additionally, the **finance director or finance team** (of the school or division) should review any financial terms of the contract, and approval of the proposed relationship or activity that is the subject of the contract must be obtained from the **dean or head of the division** before it is submitted to OGC for review (See Step 1 “School/Division Review of the Contract”).

Note that 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 end user office may obtain that review with the other GW department before or simultaneously with OGC review as further described below.

After the end user office, the finance director and the dean or head of the division have completed their review, the contract may be forwarded to **OGC** for legal review, and any other reviewing departments, for their review. OGC will provide edits and comments to the contract, and return the faculty or staff member and/or the finance director for feedback. (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 internal to GW 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.

1. School/Division Review of the Contract

School/Division review of the contract includes review of the business terms of the contract by the faculty or staff member of the end user office involved in the proposed relationship or transaction, as well as by the finance director review of any financial terms.

Additionally, the dean of the school, vice president and/or other appropriate head of the responsible office must also be notified of the proposed contract at this time, to confirm their support to move forward with the proposed relationship or transaction.

It is important that the faculty or staff member of **the end user 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 to be Considered by End User Office 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 good business sense?
- Has the dean/vice provost/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 financial terms correct?
- Is the description of services (if any) correct?
- Does the contract raise any IT implications, including but not limited to integrations, data security, and network or system compatibility?
- Does the contract involve a product or digital service with a user interface that must be accessible to individuals with disabilities?
- Does the contract involve accessing or processing personal information or other regulated and/or restricted data?
- Is the term (start and end date; duration) 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?

2. Collateral Review of the Contract

Some contracts require supplemental review by additional university offices. These reviewing offices will provide you with important subject matter expertise, feedback, perspective and guidance. It is best to involve them as early as possible– 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 contract needs to have any of these reviews and approvals. OGC can help coordinate collateral review by these offices if necessary.

Common Collateral Reviews	
International Contracts	<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 end user office to OIP for review. OIP review must take place prior to sending to OGC for review. <i>For information about translation of contracts, see Section VIII. Contract Basics: FAQs</i> oiip@qwu.edu 202-994-0470</p> <p>Tax Department. There can be tax issues related to contracts with international individuals or companies. The Tax Department must be consulted to determine the tax issues and proper tax treatment for such transactions. tax@qwu.edu</p> <p>Note: For hiring of international employees, Human Resources Management & Development and the International Services Office should be consulted.</p>
Insurance, Indemnifications, Liability Clauses and/ or Waivers of Risk	<p>Risk Management. Indemnification and insurance obligations are often included in contracts. Risk Management is included in the review process to assess the risks and potential liabilities of a transaction. Indemnifications allow the parties to allocate the amount of risk it is willing to undertake in a transaction with the other party and protect parties from damages and lawsuits that should reasonably be borne by the other party. These provisions are generally required of vendors and service providers who contract with GW because their goods or services could result in bodily injury, data incidents or property damage and thus expose the university to loss.</p> <p>If a contract has indemnification and insurance requirements, it should be forwarded to Risk Management for review. Other risk management issues will be reviewed in coordination with OGC. risk@qwu.edu 202-994-3265</p>

Common Collateral Reviews	
Use and Processing of Personal Information or Other Privacy Concerns	<p>Privacy Office. If the contract involves personal information (regulated and/or restricted data) processing (collection, use, transmission and storage) the Privacy Office must review the contract.</p> <p>The Contract Review Information Questionnaire should be filled out and submitted with a request to review contracts involving the sharing and processing of personal information.</p> <p>Requests for review can be made directly to the Privacy Office via privacy@gwu.edu</p>
Digital Technologies Delivering Content	<p>Digital Accessibility. If your contract is related to the 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 websites, web applications, installed computer applications, mobile applications or content based applications and services, the end user office 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 conform to Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Currently, digital accessibility is overseen by the university's Digital Accessibility Committee.</p> <p>More information can be found on the Accessibility at GW website. Questions can be sent through the Accessibility Feedback Form and consulting with the appropriate office.</p>
Purchase of IT Products and Services	<p>GW Information Technology (GW IT). Purchases of IT products or services, or products that involve the processing of non-public or personal data (i.e., collection, use, transmission and storage), require that GW IT perform an IT Security Risk Assessment. The Assessment evaluates whether the product or service is compatible with university systems and aligns with GW IT's cybersecurity risk requirements. Questions regarding the assessment form should be referred to appsec@gwu.edu.</p>

Common Collateral Reviews	
Third Party Use of GW Name and Trademark	<p>Business Services. The George Washington University requires all individuals, groups, departments and organizations to submit their artwork for approval before using the university trademarks for merchandise. As well, external entities are required to obtain prior written permission from the university prior to use of the university's name trademarks. Please review the Trademark Guidelines or contact the Licensing and Trademarks Program for assistance.</p> <p>ltip@gwu.edu</p>
Relationships and Transactions where GW is Paid	<p>If the terms of a contract provide that your department or school will conduct any activity unrelated to the university's exempt purpose of education and research, and will be paid for such activity, 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. tax@gwu.edu</p> <p>571-553-8313</p>

3. OGC Review of the Contract

The Office of General Counsel reviews a contract to not only confirm that the contract is consistent with the law, but also to ensure that important legal terms that protect the university are included. Additionally, OGC can assist in identifying any unusual, burdensome or unanticipated risks, make certain that obligations and contract terms are clearly stated, and assist the end user 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:

(Not the process for contracts handled by P2P or other university offices)

Send an electronic version of the contract (preferably a Word document, but otherwise a PDF) along with a message that includes details concerning the proposed contract as described below to **contracts@gwu.edu**. This email account is monitored by attorneys in OGC.

The e-mail message 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 workload.

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 take more than a week to complete.

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 that the university does not agree with, the contract must be negotiated.

Negotiation most easily occurs when the contract reflecting the difference of opinion by either edits or comments, is emailed between the two parties. In many cases where the issue is with a business term, it is preferable to have the business people on both sides reach a mutually acceptable agreement without the involvement of attorneys. Therefore, it is often the responsibility of the end user office to communicate directly with their counterpart to share the university's comments and edits to the contract, and manage the negotiation of the terms of the contract.

However, if counsel for the other party is involved in the communications, OGC (and other interested reviewers, as appropriate) should also participate in the negotiations. 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 reviewing offices of the university must be forwarded to the other party for its review and comment.

- The end user 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 end user 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 should have already been reviewed by the appropriate GW reviewing parties, having been involved through the Review and Comment process (Steps 1 through 3 under “Review and Comment”), and negotiated with the other party, so the final review and approval process for signature should be straightforward and trouble-free. During the Review and Comment phase, any recommended changes will have been made (reviewed again as needed) and agreed upon, 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 seen, 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 end user office for routing to the appropriate university signatory for execution. Be sure, to send a fully executed copy of the contract back to the other party.
- 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 end user office.

6. Prepare the Contract for Approval Signature Process

Contact your Finance Director or office administrator 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 outlines the information important to obtain final approvals.

Description

1. GW School/Division and Department information (initiator, owner/originator, dept. contact)
2. Other/Third party's name
3. Title/Name of the contract
4. 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 Approvals
8. Names and titles of relevant reviewing parties:

Finance Director: School or Division finance directors must review and sign-off on the contract.

Head of School/Division: This is most often the person holding the most senior position in your School or Division (often a dean, vice president, or vice provost).

Secondary School/Division Head: If the subject of the contract is of interest to more than one School or Division, include its head of school/division.

Collateral Review Participants: Include any collateral reviewers, as necessary. For a list of those involved in collateral reviews see Section V of this Guide, "Review and Comment" and "Collateral Review of the Contract".

Office of the General Counsel: The individual attorney who reviewed the contract.

Appropriate Signatory: This will be the individual in position with the appropriate authority to sign the contract. Most often this is the Provost, Chief Administration Office, Vice President, Chief Financial Officer and Treasurer, Dean of School/College, Vice Provost, or Vice President of Division.

Other Information

9. Any additional action required should be described (such as: 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.
11. If the contract 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) must also be included.

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

7. Route the Contract for Signature

Most contracts reviewed under the OGC review process, are routed for final review and signature using the GW Agreements Approval Routing tool found in TeamSite. Contact your Finance Director regarding use of the routing tool in TeamSite. It is, however, also acceptable to request final review and sign-off on a routing/tracking sheet through email.

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 included with this Guide as Appendix C. It should start with approvals from within the school or division, next should be the collateral 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 (Risk, Privacy, IT, etc., as applicable);
4. The Office of General Counsel attorney;
5. The appropriate signatory (usually the Provost, Chief Administration Officer, Vice President, Chief Financial Officer and Treasurer, 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 or other evidence of required reviews and approvals by collateral reviewers and the Office of General Counsel are not included with the request to execute the contract.

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 end user office has the obligation to make certain a fully signed copy of the agreement is retained on file, and administer the performance of the contract.

8. End User Office Retains the University's Copy

The end user office is the official record keeper of the contract (not OGC) and must be certain to save a copy of the contract in the appropriate repository or document management system for their office.

NOTE: OGC may keep draft copies of the contracts it reviews, but it does not necessarily retain final fully executed copies. OGC does not serve as a repository for keeping copies of the university's executed contracts, so it should not be expected to hold copies of executed contracts.

- **Contract Original.** The end user office is the official custodian of the final executed copy of the contract, which should be retained in accordance with the University Records Management [Policy](#).
- **Copy of Contract.** The end user office must be able to provide a copy of a fully executed contract upon request by internal or external auditors, or by other GW offices such as the Office of the Comptroller and OGC.
- **Contract Log.** It is recommended that end user offices, in addition to saving their contracts in the appropriate repository, also keep a log or other record of their contracts. The log 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 to contracts should also be monitored, with reference to the original contract it modifies.

9. End User Office Monitors the Obligations under the Contract

The end user 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 calendar 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.)

VI. Template (and Model) Contracts

The Office of General Counsel has developed template contracts for use by P2P, as well as some divisions and schools that have established a precise need and repeated use for a contract in particular engagements and transactions.

Templates are developed in an effort to reduce administrative steps associated with the contract review process for transactions that are regularly entered into and not usually subject to substantial negotiation.

Accordingly, the ideal scenario for a contracted transaction using an OGC-approved template is that the contract will not need to be reviewed by OGC or other collateral reviewers before execution. This is because the locked contract terms remain unchanged, not having been negotiated or edited by the parties. If the other party does request edits to the contract terms, however, the contract must be reviewed by OGC and other collateral reviewers, as appropriate.

Model contracts are similar to templates, but the contract terms of a model are not locked and the form serves as a starting place to create a contract, rather than as a fill in the blank but otherwise settled document. Model contracts are subject to the full contract review process, as appropriate.

P2P Templates

P2P has template contracts that can be used in some business transactions on behalf of the University. These template contracts are identified for use by P2P on a case-by-case basis, usually after an office/division has submitted a request for a service or acquisition via EAS/Oracle Purchasing Requisition. Contact P2P at p2p@gwu.edu for more information about P2P template contracts.

Division and School Templates and Models

Several schools and programs hold standard template contracts and contract models used for academic programming. OGC works directly with the schools to periodically review and make updates to these templates.

Additionally, OGC has some model contract forms that can be used to prepare contracts related to common academic activities.

If you have questions regarding the use and of any template, model or form-based contracts, please contact your finance director, finance team, P2P or OGC, as appropriate.

VII. Signature Authority

A contract entered into on behalf of the university ***may only be signed by an individual whose position has delegated authority to bind the university.*** A delegation of authority confers the legal power to act on behalf and 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 contract, promise or obligation executed in the name of the university by an unauthorized person without delegated authority. In such circumstances, those individuals without authority who sign a contract or otherwise bind the university, may become personally responsible and liable under the terms of the contract, and 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 on behalf of the university, is governed by the university's Bylaws and its [Signing of Contracts and Agreements Policy](#).

The Bylaws provide that authority to sign contracts and other binding documents rests with only the president, provost, treasurer, or such other persons as specifically authorized by the Board of Trustees.

- The president and the provost may execute contracts, faculty appointment letters, and other instruments related to the management of the university's academic programs.
- The president and the treasurer may execute contracts and other instruments as required to conduct the university's financial activities and resources.
- The president has delegated the chief administration officer with the authority to execute contracts and other instruments as required to manage the university's administrative functions.
- While the provost, treasurer and the chief administration officer (and their named delegates), 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, treasurer and chief administration officer may be delegated to others.

- Certain delegations of signature authority have been made by the president, provost, treasurer and chief administration officer, as included in the Signature Authority Tables (appended to this Guide).
- "Signature authority" includes the authority to sign both physical signatures in ink, electronic contracts presented by the other party with a digital signature function, and "click-through agreements" that acknowledge the acceptance of or agreement to terms and conditions posted on a website.

Faculty and Staff MAY NOT sign contracts on behalf of the university. Unless a faculty or staff member has a written and signed delegation from the president, provost, treasurer or chief administration officer, a faculty or staff member does not have the authority to sign a contract on behalf of the university.

At GW, certain positions have been delegated a particular scope of authority to sign contracts on behalf of the university. The university's *Signature Authority Tables* include lists of existing delegations of signature authority. The Tables are appended to this Guide as [Appendix B](#).

Unless the authority claimed by an individual is included in the Signature Authority Tables 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 in writing and are signed by the officer granting the authority. When any delegation of authority is sought, you should work with the office of the officer that would delegate the authority (Office of the Provost, the Treasurer or Chief Administration Officer), and OGC. OGC can assist with the preparation of a delegation. 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:

- | | |
|------------------------|----------------------------|
| • <i>time period</i> | • <i>type of document</i> |
| • <i>fiscal amount</i> | • <i>other limitation;</i> |

5. Review and approval by the vice president and general counsel;
6. Review and approval by the provost & executive vice president for academic affairs, treasurer or chief administration officer, as appropriate; and
7. Signature of the individual who holds and may grant authority.

Sub-delegations of Signature Authority

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

VIII. Contract Basics - FAQs

What is the purpose of this Guide?

This Guide is intended to inform the university community of the appropriate procedures for creating, reviewing, and signing university contracts. The failure to follow this guidance may result in a contract binding the university that includes undesirable or unfavorable terms. Once a contract is signed, the university's options for addressing difficult or adverse terms in the contract are limited. Another unfavorable result of failing to follow this guidance is if an individual without delegated authority signs a contract, that person could be held personally responsible for the obligations of that contract.

If you seek further information concerning the processing of contracts related to the purchase of goods and services, you should reach out to the Procure-to-Pay team and the Procurement Manual. If you need information concerning the processing of proposals and contract documents 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 for educational purposes) 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. Other than the term "contract," a legally binding document 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 any of the above titles or designations.

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. In some cases, the university has a template created by OGC that is ready to be used for a specific kind of relationship or affiliation. Occasionally, when there is no form

of agreement available by either party, a completely new contract needs to be created to fit a particular purpose. OGC will assist with drafting new contracts when needed.

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 intentions 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 should always be utilized because it 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.

Can I sign a contract on behalf of the university? Who has authority to 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 they have been delegated authority to do so. Such authorization must be and will be evidenced in a written delegation, most often in the form of a memorandum. 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 are tables representing 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 (being clicked). 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 only made 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 end user 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 should also be consulted. The end user 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 voiceprint – anything used to identify the author of an electronic message or signatory of an electronic document. While some forms of electronic signatures are secure and reliable, 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, provides proof of signatory, and is resistant to tampering or alteration. This is done by requiring user authentication with audit capabilities.

Currently, the university uses Adobe Sign for secure digital signature capabilities. Adobe Sign should not be confused with the Adobe Digital ID, which is not secure and can be forged and copied, but is currently permitted with internal university documents forms used by some GW offices. The Adobe Digital ID is self-signed and does not involve any form of authentication to validate a signee.

How do I request access to Adobe Sign?

Adobe Sign will be made available to those who have an express need. Access is limited due to a limit on the number of licenses the university holds and because as only those who initiate university documents for signature need to have access. An Adobe Sign account is not needed to sign a document; it is only needed to initiate and prepare documents for signature. To request access to Adobe Sign, please contact GW Information Technology through [GW IT Support](#).

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 the purchase of goods and services and will be helpful

with questions related to purchase contracts. The Office of Sponsored Projects in the Office of the Vice Provost of Research is responsible for research proposals and related 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)”. Finally, if you still are not sure, you 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 Provost for Research’s Office of Sponsored Projects (OSP) provides oversight of externally sponsored research, including projects funded by federal and state agencies, foundations, and other public and private sources. OVPR assists researchers with identifying appropriate funding opportunities. OSP works collaboratively with RST to support researchers in submitting competitive proposals and managing successful projects. OSP manages the preparation, interpretation, negotiation, and execution of sponsored project agreements regardless of the type of funding mechanism (grants, cooperative agreements or contracts) and other research related agreements on behalf of the university. OSP also drafts, negotiates, and executes sub-awards for collaborative research. The processing of research related sub-contracts is jointly coordinated by OSP and the Procurement Department. If you have a proposal or are a recipient of a sponsored research grant or contract, please contact your [Research Support Teams Pod](#) for further guidance. Each pod supports two or more schools and their affiliated research centers and institutes. Pods manage the complete lifecycle of a sponsored research project and provide continuity from inception to award closeout. If you seek further information concerning contracts related to sponsored projects, you should reach out to the [Office of Sponsored Projects](#).

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

The Office of General Counsel has created some standard contract templates for P2P to address certain routine contractual transactions, such as catering and consulting. If you think you have a need that may be addressed by these contract templates, please contact P2P at p2p@gwu.edu. Contract templates have also been prepared for certain schools and divisions that have demonstrated a recurrent need and are limited to use by that school or division. 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 software or hardware products and services and will integrate, connect or access the university network. What do I need to do to make sure the products or services are OK to use?

When your contract is for ANY IT PRODUCTS or SERVICES (including, software, hardware, SaaS, Cloud, Web-based product or third-party data management or processing or storage), GW

Information Security requires that an [IT Security Risk Assessment](#) be performed.

My contract is for an IT service or software application that will involve the processing and/or storage of personal information or non-public data. What do I need to do to make sure the products or services are OK to use?

If your contract is for ANY IT SERVICE or SOFTWARE APPLICATION (including SaaS, Cloud, Web-based) that will PROCESS and/or STORE PERSONAL INFORMATION OR OTHER NON-PUBLIC DATA, the product must be reviewed by GW Information Security through an [IT Security Risk Assessment](#).

ADDITIONALLY, a review of the privacy and data processing terms and conditions by the [Privacy Office](#), is also required, especially if the data includes personal information (and particularly, if the product or service includes personal data of individuals located outside the US, or if data is being processed outside of the US). If determined to be necessary by 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 Data Privacy Confidentiality and Security Addendum, GW Data Protection Addendum or GW Data Handling Addendum).

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

If you seek to enter into a contract or to purchase a product or service involving digital content, including creation of electronic documents, development of internal and external websites, use or acquisition of digital platforms capable of displaying or delivering digital content, and use or acquisition of a computer installed, web-based or mobile-based application, 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 contractor or vendor should be asked to verify how the product conforms to the WCAG standards. A non-compliant vendor may be required to remediate any nonconforming products or deliverables or replace them with a compliant vendor.

I have been using a form/template 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, if your form contract has not been reviewed by OGC in over a year – or – you do not know when it was last reviewed, please consult with OGC before proceeding. OGC 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 must be entered into by a legal entity. The university is a legal entity. The schools, colleges and divisions of the university are not independent legal entities. Accordingly, a contract must be made in the full legal corporate name of the university (and 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 P2P via a purchasing requisition in EAS/Oracle for the purchase order (PO) process or submit it via Gatekeeper if a PCard is being used to settle the payment. Please note that the vendor must be willing to accept the PCard payment without any added credit card transaction fee.

Are there special requirements pertaining to international contracts?

Yes. The Office of International Programs must be involved with academic and programmatic contracts when the other party is based outside of the United States. Consider the following circumstances to determine if your contract may need to be reviewed by International Programs: (1) When there is activity occurring outside of the United States (other than research) and (2) If a party to the agreement is an international entity. Additionally, when the international contract involves the exchange of personally identifiable information, the Privacy Office must also review the agreement. Similarly, if the activity covered under the contract involves the transfer of GW data, including but not limited to personally-identifiable information, then GW IT must be engaged to assess that the transmission method complies with international data protection regulations.

Contact information and review requirements for the Office of International Programs and the Privacy 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 end user office must obtain a certified translation in English provided 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 end user office can obtain professional translation services through the [Procurement Department](#). Alternatively, the end user 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 an English version and in a foreign language version?

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 end user 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. An end user office may ask the foreign contractor to provide a certified English translation or may contract with a translation service vendor 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](#) governs the proper use of GW's name, logos, seals and colors, while the [Identity Standards and Guidelines](#) provide guidance on the proper use of GW's logos. University offices must adhere to this Policy and Guidelines and should seek guidance from [Marketing and Creative Services](#), when questions arise.

Many contracts include a provision permitting the use of name and logo, in connection with the purpose under the contract. Occasionally, a third party may also request use of a GW logo for a specific purpose unrelated to a relationship or service. In all these events, permission for use must be included in a written contract between the university and the third party. 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 Marketing and Creative Services should be consulted on significant uses of the university name and logo, and approved before the contract is signed. Additional information

on this process can be found in this Guide under Section V “Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel.”

What is “indemnification”?

An indemnification clause generally 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 that 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 V “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 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, data incidents, 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. The types of insurance and amounts also 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 transactions and services.

Notwithstanding the foregoing, Risk Management should always be consulted regarding specific insurance requirements provided by a contractor. Risk Management’s review and approval of indemnification and insurance causes 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 V “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?

Domestic. The worker classification form is a questionnaire concerning the work to be performed by an individual in the U.S. for the university. The questions included in the form help determine

whether the people providing services are employees or independent contractors. 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](#).

International. A separate international engagement request form is used for work to be performed by an individual outside the U.S. University offices 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 that proof?

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 an end user 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. Additionally, in the event that the other party fails to fulfill its contractual obligations to the university or if other problems arise, it is the end user office's duty to bring this to the attention of the appropriate university officials, 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, as appropriate, P2P by emailing p2p@gwu.edu or OGC by emailing contracts@gwu.edu.

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

The [Office of Student Life](#) has established procedures to comply with the university's contracting requirements that can be found in the [Student Organization Handbook](#). They also have available standard form contracts that can be used in connection with events that student organizations may want to organize. Student organizations should contact their Staff Advisor or Org Help (orghelp@gwu.edu) 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 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 the contract need to be reviewed? Who can sign 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 – even with a P-card), 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. Additionally, if a P-Card purchase is for an IT product, the IT product must be reviewed by GW IT and where personal information (regulated and/or restricted data) is involved, the product must be reviewed by the Privacy Office, prior to purchase.

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 with Procurement, you will establish the purchasing requisition for a PO before finalizing the contract. If by P-Card, the invoice, quote, and a properly executed copy of the contract must be provided 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 that you have questions about listed below, contact the Office of General Counsel. Note that the list is in alphabetical order and not in any order of importance.

- Addendum: An addendum is a document attached to and made a part of an original contract. It usually contains detailed information concerning an obligation or requirement of the contract. An addendum should not be confused with an *amendment (or modification)*, which is a different type of document that modifies an already signed contract.
- Affiliation Agreement: An affiliation agreement is a contract between the university and another entity for the 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 academic 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 written modification made to the terms of an already existing (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 become a part of, or 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 Agreements) are used when contracting for services with an individual who offers services to the university, but is not as an employee. It is important to determine an individual's worker classification prior to the execution of a contractor agreement and commencement of services. The [worker classification assessment](#) will distinguish between those who can legally be considered an independent contractor and those who must 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 by 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](#). Independent contractors can also be engaged through P2P through a statement of work and applying GW's Standard Purchase Order Terms and Conditions.

- Lease: A lease is a contract by which an owner of real estate, facilities, or equipment conveys the exclusive use of the property to another, 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 as well as for 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 of 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 be forbidden without that written permission. 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: 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*" would also be executed by the parties for each order made pursuant to 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 a proposed transaction or in addition to 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 in the *Glossary of Procurement Terms* (See Section III of this Guide, The Purchasing of Goods and Services through the Procure-to-Pay and Travel Services Department)) 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” as defined in the *Glossary of Procurement Terms* (See Section III of this Guide, The Purchasing of Goods and Services through the Procure-to-Pay and Travel Services Department), 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.

Appendix A: Procurement's Competitive Exemptions List

The following procurement transactions are exempt from Competitive Source Selection and may be paid through a Payment Request Form through [University Payables \(UP\)](#) directly or by a [P-Card](#). Purchase Orders are not required for payment but may be used if so desired by the end user office.

NOTE: Federal procurements that are subject to the Federal Acquisition Regulations (FAR) in excess of \$3,500 and Uniform Guidance 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 Uniform Guidance is required by the Sponsor, please contact Procurement for available contracting options.

1. Animals and plants for research (are exempt from competition, but must only be procured by the Animal Research Facility Staff of the University.)
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 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 Tables

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

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

The president, provost and treasurer, in keeping with the terms of the bylaws, may delegate signature authority granted to their offices through delegation memoranda.

Additionally, the president has delegated the chief administration officer with the authority to execute contracts and other instruments as required to manage the university's administrative functions. The chief administration officer may also sub-delegate the authority granted to their office through written delegation.

The tables reflect grants of authority made by the president, provost, treasurer, and chief administrative officer to sign documents or bind the university through a contract of the types described to those persons and positions identified in the tables. Sub-delegation of the authorities contained in the tables are 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 an external contract and that would bind the university, but do not hold proper authority to do so, may become personally responsible for the obligations they agree to when executing the contract, and may also be subject to university disciplinary action.

Requests to change the authorities delegated in the tables should be directed to the Office of the President, the Office of the Provost and Executive Vice President for Academic Affairs, the Office of the Executive Vice President and Chief Administrative Officer, or the Office of the Vice President, Chief Financial Officer and Treasurer, as appropriate. General questions concerning the scope of authority may be directed to the Office of General Counsel.

The terms "contract" and "agreement" are used interchangeably in the tables 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.



Treasurer Delegation of Signature Authority as of June 1, 2024

Position	Document Types	Limitations	Sub-delegation
Treasurer	Contracts, receipts, tax documents and other instruments as required to conduct the university's business operations, including all real estate related documents (Bylaws)		Yes
	General authority to borrow funds including loans and lines of credit (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated
	General authority for securities transaction and related documents (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated
	Establishing and operating accounts at financial institutions (Board Resolution)		Yes, only to facilitate administration of the financial accounts.
	Documents related to borrowing of funds and related treasury actions to finance short term liquidity through bank loans and lines of credit for the sole purpose of short-term cash requirements (Board Resolution)		No, authority granted by Board Resolution may not be delegated
	Gift Agreements subject to Gift Review Checklist approval		Yes
Senior Associate Vice President, Financial Planning & Operations	Contracts and other instruments as required to conduct the university's business operations with financial obligations of five hundred thousand dollars (\$500,000.00) or less		No; Authority granted via Board Resolution may not be subdelegated

Position	Document Types	Limitations	Sub-delegation
Senior Associate Vice President, Facilities, Planning, Construction & Management (FPCM)	Gift annuity contracts with donors, receipts and gift acknowledgements related to donation of gifts to the university		No
	Tax documents related to the reporting of donations and receipts of gifts, including IRS Forms 8282 and 8283		No
	Establishing and operating accounts at financial institutions (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated
	General authority for security transactions (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated
	Contracts for construction, renovation and maintenance projects, design, planning purposes, and professional services related thereto, of one million dollars (\$1,000,000.00) or less		No
	Limited notices to proceed ("LNTPs")		No
	Contracts related to capital expenditures, goods and services within FPCM of five hundred thousand dollars (\$500,000.00) or less		No
	Non-disclosure and confidentiality agreements related to operations within FPCM		No
	Regulatory filings, permit applications, and submissions with the District of		No

Position	Document Types	Limitations	Sub-delegation
Vice President & Chief People Officer	Columbia and other municipalities related to operations within FPCM		
	Agreements related to operations within HRMD with financial obligations of fifty thousand dollars (\$50,000.00) or less		No
	Separation agreements offered to employees due to position elimination	Excludes separation agreements for employees within HRMD and members of the faculty.	No
	Non-disclosure and confidentiality agreements related to operations within HRMD		No
Associate Vice President, Total Rewards	Regulatory filings related to operations within HRMD		No
	Agreements related to operations within Total Rewards operations with financial obligations of fifty thousand dollars (\$50,000.00) or less		No
	Non-disclosure and confidentiality agreements related to operations within Total Rewards		No
	Regulatory filings related to operations within Total Rewards		No
Associate Vice President, Controller	All federal and state tax documents including IRS Form 990 and 990-T	Any state or federal tax form that requires signature of a corporate officer	No
	Real estate tax filings		No

Position	Document Types	Limitations	Sub-delegation
	Debt payment agreements with former students		No
	Establishing and operating accounts at financial institutions; (Board Resolution)		No
	General authority for security transactions and related documents (Board Resolution)		No
Associate Vice President, Supply Chain	Orders and agreements related to the purchase of goods and services using the university's standard terms and conditions prepared or reviewed and approved through P2P contract review process		Yes, within procurement departments
	Agreements related to procurements made from funds from third-party sponsors through OVPR		Yes, within procurement departments
	Non-disclosure and confidentiality agreements related to the procurement of goods and services		Yes, within procurement departments
Associate Vice President, Real Estate	Lease administration documents related to leasing activities, including non-binding letters of intent and proposals related to leasing activities, notices of default, date certifications, estoppels, and other routine administrative documents	Does not include leases, easements, licenses for the use of space, or other similar documents affecting real property rights, on behalf of university	No
	Real estate tax filings (including but not limited to exemption applications, exempt property reports and income/expense reports)		No

Position	Document Types	Limitations	Sub-delegation
	Regulatory filings related to real property with the District of Columbia and other municipalities	Does not include regulatory filings that require signature by a corporate officer	No
	Agreements related to business operations within the Office of Real Estate with financial obligations of one hundred thousand dollars (\$100,000.00) or less		No
	Non-disclosure and confidentiality agreements related to business operations within the Office of Real Estate		No
	Agreements related to business operations within Events & Venues with financial obligations of one hundred thousand dollars (\$100,000.00) or less		No
Associate Vice President, Events & Venues	License agreements for the use of event space located on campus by university and non-university parties		Yes, to the Director, Scheduling
	Non-disclosure and confidentiality agreements related to business operations within Events & Venues		No
Associate Vice President, Business Services	Agreements related to business operations within Business Services with financial obligations of one hundred thousand dollars (\$100,000.00) or less		No, except authority to sign trademark licenses or copyright licenses related to GW marketing and communications may be subdelegated to the

Position	Document Types	Limitations	Sub-delegation
			Auxiliary Services Director
	Non-disclosure and confidentiality agreements related to business operations within Business Services		No
	Agreements for vendor enrollment in the GWorld Card program		No
	Housing license agreements with students and student groups for a duration not to exceed an academic year		No
	Licenses for the use of university-owned registered marks		Yes, to the Director of Auxiliary Services
Assistant Vice President, University Resilience	Agreements related to operations within the Safety organization with financial obligations of fifty thousand dollars (\$50,000.00) or less		No
	Non-disclosure and confidentiality agreements related to operations within the Safety organization		No
	Regulatory filings related to operations within the Safety organization		No
Assistant Vice President, Treasury and Risk Management	Gift annuity contracts with donors, receipts and gift acknowledgements related to donation of gifts to the university		No
	Deeds of Gift and gift agreements for donation of objects valued at one hundred thousand dollars (\$100,000.00) or less		No

Position	Document Types	Limitations	Sub-delegation
	Tax documents related to the reporting of donations and receipts of gifts, including IRS Forms 8282 and 8283		No
	Agreements related to business operations within the Treasury Department with financial obligations of one hundred thousand dollars (\$100,000.00) or less		No
	General authority for insurance applications, coverage and premium transactions		No
	Agreements other instruments related to business operations within Risk Management of one hundred thousand dollars (\$100,000.00) or less		No
	Non-disclosure and confidentiality agreements related to operations within Treasury and Risk Management Departments		No
	Establishing and operating accounts at financial institutions; Documents related to selection of financial institutions, open financial accounts, obtain financial services, and sign checks, drafts, or other orders for payment (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated
	General authority for security transactions; Documents to open maintain, execute transfers,		No; Authority granted via Board Resolution may not be subdelegated

Position	Document Types	Limitations	Sub-delegation
	assignments, and related actions related securities (Board Resolution)		
	Documents related to the administration of borrowings contemplated by the Resolution for Borrowing Funds (Board Resolution)		No; Authority granted via Board Resolution may not be subdelegated

Appendix C: Form Routing Sheet for Requesting Execution of OGC Contract

MS Word version of Sheet available on GW TeamSite: GW Agreements Approval Routing

AGREEMENT ROUTING SHEET

	_____ # 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 <input type="checkbox"/>
<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 <input type="checkbox"/>
Comments:		_____
Purpose (please describe):		_____

Approvals

Initials:	Date:	
_____	_____	[Insert Name and Title] Finance Director
_____	_____	[Insert Name and Title] Collateral Review (e.g. Risk Management, IT, 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"/> Chris Bracey Check box if signatory Provost and Executive Vice President for Academic Affairs
_____	_____	<input type="checkbox"/> Bruno Fernandes Check box if signatory Vice President, Chief Financial Officer and Treasurer

☐ 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 the 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](#).