

I. POLICY

No person is authorized to execute contracts on behalf of the college unless authority to do so has been granted by formal written authorization of the college president.

State law and regent policy delegate to the trustees and the college president authority to enter into contracts on behalf of the college. Subject to these limitations, this policy further delegates contract review and signatory authority to other officers of the college.

II. REFERENCES

- A. Attribution and Effect of Electronic Records, and Electronic Signatures, and Electronic Contracts, Utah Code Ann. § 46-4-203.
- B. Institutions of Higher Education—Corporate bodies—Powers, Utah Code Ann. § 53B-2-101.
- C. Duties & Responsibilities of the President of Each Institution—Approval by Board of Trustees—Applicable to a Technical College President, Utah Code Ann. § 53B-2-106.
- D. Utah Procurement Code, Utah Code Ann. §§ 63G-6a-101–2407.
- E. Delegation of Responsibilities to the President and Board of Trustees, Utah State Bd. of Regents, r. 220.
- F. Acceptance and Approval of Contracts and Grants, Utah State Bd. of Regents r. 532.
- G. Capital Facilities Master Planning, Utah State Bd. of Regents, r. 706.

III. DEFINITIONS

- A. Contract: A contract is created by law when there is a mutual exchange of promises upon reasonably understandable terms and conditions. For the purposes of this policy, the term contract is intended to mean a written form of communication. Many types of documents can constitute a contract, including invoices, purchase orders, grants, agreements, memoranda and letters.

- B. Official Designee: The individual employee authorized by the college president to enter into contracts on behalf of the college.
- C. Authorized Signature: The actual signature of the individual designated by the college president to approve college transactions as outlined in this procedure.
- D. Electronic Signature: A signature sent and/or received by electronic means. An electronic sound, symbol, or process attached or logically associated with an electronic record insofar as it was executed or adopted by a person with the intent to sign the record. This includes handwritten signatures, replicas or representations thereof, cryptographic protocols, and check boxes, accept, place order, and similar web page buttons.

IV. PROCEDURE

A. Contract Signatory Authority

1. Signatory authority for all contracts may be delegated to an official designee by the college president in a formal writing.
2. Such designations must be reviewed annually.
3. A master list of all official college designees and their general areas of contractual responsibilities will be kept in the President's Office, the office of each vice president and the provost, and Risk Management and will be made available to the college at large.

B. Liability

Failure to follow college policies and procedures regarding contract development and signatory authority may result in an employee's loss of state liability insurance coverage and the possibility of personal liability.

C. Interim and Acting Authority

Contracting and signatory authority may be delegated to individuals in interim or acting positions with advance written authorization from the college president or appropriate official designee.

D. Contract Form and Administration

1. Written contracts, including purchase orders and grants, must be executed whenever the college enters into any agreement or promise which purports to obligate the college to perform some responsibility or to take specific action(s).

2. Any questions about whether or not a proposed agreement or plan of action should constitute a contract that falls under this policy and procedure should be directed to Risk Management to make a determination.
3. Persons wishing to enter into a contract as a result of preliminary negotiations must first obtain written consent from their vice president/provost to pursue such course of action.
4. It is expected that prior to initiating a contract, the department entering into the contract has:
 - a. obtained the cooperation and approval of any department which may be directly or indirectly affected in performance of the contract (i.e. financial considerations, space considerations, telecommunications considerations, etc.);
 - b. ensured sufficient budgeted funds are available to comply with the financial terms of the contract; and
 - c. coordinated the procurement of the products and/or services in compliance with SLCC procurement policy and procedures.
5. The official designee entering into and signing the contract is responsible for understanding and approving the terms and conditions of the contract, and is responsible for seeing that this and all other applicable college policies and procedures are followed in the execution and administration of the contract, including review by General Counsel and Risk Management when appropriate as set forth in provision IV. E.

E. Contract Review by General Counsel and Risk Management

1. All contracts, except as noted below, must be reviewed by General Counsel and Risk Management as to form, legal sufficiency, and risk assessment.
2. This review is initiated via the college contract routing sheet acknowledging written consent from the vice president/provost to pursue such a contract.
3. Following this review and prior to execution of the contract, the completed contract routing sheet must be returned to the vice president/provost for final written approval.
4. Exceptions to this review process are as follows:
 - a. Review is not required if both parties agree to and use the appropriate unaltered standard college contract template approved by General Counsel and Risk Management within the preceding three years.

- b. Review is not required for previously reviewed contracts that are being renewed without changes to the contract.
- c. Review is not required for purchase orders unless there are contractor issued terms and conditions.
- d. Review is not required for term contracts resulting from competitive procurements conducted by Purchasing and Accounts Payable where SLCC's standard terms and conditions are accepted by the contractor, and there are no additional contractor revision requests, terms and conditions.
- e. Review is not required for certain sponsored project agreements and federal grants as determined by the vice president for Government and Community Relations.

F. Responsibilities of College General Counsel and Risk Management

1. General Counsel and Risk Management shall make available necessary materials and training to ensure college employees involved in the contracting process are informed and understand the scope and limits of their contracting authority.
2. Risk Management shall be a central repository for all contracts requiring review with the exception of:
 - a. real estate contracts which will be retained by the vice president of Finance and Administration;
 - b. sponsored projects contracts which will be retained by the Office of Sponsored Projects;
 - c. procurement contracts which will be retained by Purchasing and Accounts Payable; and
 - d. other documents which would more appropriately be housed in a different department, as determined by the president's cabinet.
3. Periodically, General Counsel and Risk Management shall review the effectiveness of the college's contracting processes and make recommendations to the president's cabinet.

G. Electronic Signature Acceptance Process

1. In general, Salt Lake Community College accepts electronic signatures.
2. A document, internal or external, may be signed electronically by:

- a. complying with the process stated within the document;
 - b. logging into a password protected system and taking an affirmative action to indicate the document is being signed including checking a box or typing the person's name in the document;
 - c. physically signing then returning a scanned copy of a document;
 - d. typing in the signature line of an electronic document /s/ [name] and returning the document via a system that offers some assurances that the document was signed by the named person such as through a password protected system; or
 - e. use of an electronic signature software product, approved by the director of Risk Management, to send electronic signature authorization.
3. In addition to the above, sending and receiving electronic signatures internally may be accomplished by an email sent from an SLCC official designee via an SLCC email product, such as SLCC Outlook or Bruinmail, sent to another internal SLCC email product recipient who shall be accepted as the authorized signature of the sending SLCC authorized signer.
 4. In addition to the above, employment contracts may be electronically signed in the following manners:

An offer of employment may be accepted and confirmed by the successful applicant or continuing employee by electronic means, such as email or other electronic system procedures as approved by Human Resources.

H. Electronic Signature Methods and Rules

1. Except when superseded by Utah Board of Regents policy, Utah state code, or federal regulation, Salt Lake Community College reserves the right to enact procedures and rules that:
 - a. identify specific transactions that the college is willing or unwilling to conduct by electronic means;
 - b. specify the manner and format in which electronic records of official documents must be created, generated, sent, communicated, received, and stored, as well as the systems established for these purposes;

- c. stipulate the type of electronic signature method, determine the manner and format in which the electronic signature must be affixed to the electronic record, and identify the criteria for any individual using an electronic signature;
 - d. comply with the State of Utah records retention and destruction schedule and implement appropriate control processes and procedures in order to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records;
 - e. determine acceptable, required, and/or reasonable attributes for electronic records;
 - f. restrict or exclude a specific electronic method or protocol deemed inappropriate unsecure, or unsafe; or
 - g. limit the use of electronic signatures (i.e. approved only for use by specific department(s), approved to be used only with particular records, or approved for use only on a specific type of record. Such limitations are binding on all college personnel and any other use of an electronic signature method will be considered an invalid use and violation of this policy.
2. Any individual or entity that makes inappropriate or illegal use of an electronic signature as defined by this policy, Utah state law, and/or federal regulation, is subject to sanctions up to and including suspension, termination, and/or criminal prosecution.

Date of last cabinet review: August 30, 2011

The originator of this policy & procedure is the President's Office. Questions regarding this policy may be directed to the originator by calling 801-957-4227.