# HOWARD UNIVERSITY POLICY

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| **Policy Number:** | 300-005 Business and Finance |
| **Policy Title:** | CONTRACT SIGNING AUTHORITY LEVELS AND ADMINISTRATIVE REQUIREMENTS |
| **Responsible Officer:** | President |
| **Responsible Office:** | Office of the Chief Financial Officer |
| **Effective Date:** | October 1, 2012, Signing Authority Updated September 2023; Interim Amendment July 22, 2024; Signing Authority Updated November 2026 |

## I. POLICY STATEMENT

This policy emanates from the provisions of the Howard University Board of Trustees Bylaws -Article IV, Section I. Specific delegations of Board authority to the President are described in the Bylaws, as is the authority of the President to delegate this authority. Under this policy, the President delegates contract signing authority, according to contract type, to seven other officers based on title ("Title Delegatees"): the Chief Financial Officer-Treasurer; the Provost and Chief Academic Officer; the Vice President for Development and Alumni Relations; the Vice President for Student Affairs; the General Counsel; and, the Secretary of the Board of Trustees (see the Matrix that follows). From time-to-time, the President may delegate limited authority to other persons through a letter specifying the person and the scope of the delegation authority (a "Delegation Letter"). Delegation Letters will be done through a written document, signed by the President. If you are not one of the officials listed above, and you do not have a Delegation Letter from the President specifically delegating contract signing authority to you, then you **DO NOT** have authority to sign **ANY** contract. ***If you are associated with Howard University and sign a contract without authority, you may be held personally responsible for the contract; you may face legal actions against you individually; and, you may be subject to the full range of disciplinary actions by the University, up to and including termination of employment or student enrollment status.***

This policy describes the administrative requirements which must be adhered to before signing purchase orders, purchase order amendments, contracts, contract amendments, endowed gift agreements, matching gift agreements, private support grants, and sponsored program agreements, such as research grants.

There are additional policies and guidelines that provide further guidance with regard to contracting authority and procedures. These include, but are not limited to, the *HU Purchasing Policies and Procedure Manual* and *Vendor's Guide for Doing Business* with Howard University. See also University Policies in Section VII.

The intent of this policy and procedure is to clearly delineate contract signing authority and the limitations of such authority as it pertains to University and Hospital officials.

**NOTICE TO THIRD PARTIES / CONTRACTING PARTIES**: Except for the President and Delegatees (defined below), no other officer, faculty member, employee, student, agent or representative of the University shall be considered to have apparent authority to enter into any agreement or contract.

Any contract executed without actual authority by a person or position not listed herein as having such authority shall be considered by the University to be void and unenforceable, and shall be treated as such under the law, with this posted notice.

## II. RATIONALE

The purpose of this policy is to protect the interests, and manage the legal and financial risks of the University by delegating contracting authority to specific individuals This policy should help avoid contract signing issues by placing in one location the authority levels and the position titles of official(s) who have the authority to contractually bind the University and the University Hospital and identify certain ethical and diligence requirements that must be met before documents are finalized.

## III. ENTITIES AFFECTED BY THIS POLICY

This policy applies to all Howard University and Howard University Hospital employees (faculty and staff), volunteers, students, contractors, grantees, and entities that use or receive University or Hospital resources.

## IV. DEFINITIONS

Certain terms are defined below. All other terms used in this policy are considered to be clear under their plain meaning. Where clarification is required, the Office of the General Counsel should be consulted.

**Academic Affiliation Agreements**- Contracts that create a relationship between Howard University and external entities to provide mutual benefits, such as academic experiences for Howard and faculty on or off-campus, both in and outside of the United States, such as field placements, field experiences, off-campus practica, clinical placements, student teaching assignments, internships, and Alternative Spring Break placements.

**Auditor** – A professional that provides accounting and auditing services for the University. Only the Senior Vice President, and Chief Financial Officer – Treasurer is authorized to enter into contracts for auditing services, subject to the authority of the Board of Trustees. The University's Independent Auditor is approved by the Audit and Legal Committee of the Board of Trustees.

**Conflict of Interest** – A circumstance in which financial, familial, and/or other considerations have the potential to compromise or bias professional judgment and objectivity.

**Construction Contract** – Any agreement executed by the University for the construction or significant rehabilitation of facilities.

**Contract** - Any document that legally binds Howard University to take or to refrain from an action, usually in relation to a specific transaction, or set of transactions with an external party. No dollar limit is required in determining whether a document is a contract. The following provides general

guidance on the types of documents that are usually or often contracts: consulting or personal services agreements; lease agreements; gift or pledge agreements; cooperative agreements; purchase orders for goods and services; memorandums of understanding (MOU); letters of intent (LOI); statements of work; academic affiliation agreements; employment agreements; and other documents that are not mentioned here but commit Howard University to legal obligations.

**Contract Amendment**— A change to any provision of an executed contract including, but not limited to, contract price or value.

**Title Delegatee** – One of the seven (7) University positions to which presidential authority has been delegated by virtue of their titles (as such title may be adjusted from time to time while retaining the essential duties thereof), per the provisions of this policy.

**Delegatee** – Any Title Delegatee or a named individual with a Delegation Letter.

**Employment of Administrators** – For the purposes of this policy, "Administrator" is defined as an employee who reports directly to a member of the President's Cabinet. This policy pertains to the employment processing managed by the Office of Human Resources once an administrator is selected for employment.

**Employment of Executives** – This policy pertains to employment processing managed by the Office of Human Resources once an executive is selected according to the procedures implemented by the Compensation and Succession Committee of the Board of Trustees.

**Employment of Faculty** – This policy pertains to employment processing managed by the Office of Human Resources after the selection of a faculty member has been made according to the procedures administered by the Appointments, Promotion and Tenure committees at Schools and Colleges.

**Gifts and Pledging Agreements** – Any Agreement governed by Howard University Policy 800- 001, Gift Acceptance and Administration. Examples of gifts governed by the Gift Acceptance and Administration Policy include Named Gifts, Real Estate Gifts, and Gifts of Intellectual Property.

**Intellectual Property** – A tangible embodiment of the human intellect that can be protected by applicable law, including but not limited to, patent, copyright, trademark, or trade secret law.

**International Operations** – Activities authorized by the University that will have a physical presence outside of the United States. The University's International Operations policy is codified in *400-007 Conducting Global Business in Compliance with Foreign Corrupt Practices Act*, and the charter of the Howard University Global Business Steering Committee.

**Legal Settlement** – A binding resolution of a legal dispute negotiated and executed by the Office of the General Counsel on behalf of the University.

**Operating Supplies Contract** - A contract for the purchase of goods used in the day-to-day operations of the University.

**Outside Counsel** – A professional that provides legal services for the University. Only the General Counsel is authorized to enter into contracts for legal services, subject to the authority of the Board of Trustees.

**Personal Services Contract** - A contract for one time procurement of services that ends once the service has been performed.

**Professional Services Contract** – A contract for professional services over a specified period of time, such as for consultants, architects, independent contractors, and other professionals. Contracts for the procurement of legal or auditing services have specific requirements that do not apply to other professional services contracts.

**Purchase Order** – A document issued by a Howard University buyer indicating types, quantities and agreed prices for products or services a vendor will provide to the University. Sending a Purchase Order to a vendor may constitute a legal offer extended by the University to buy products or services and can only be sent by appropriate personnel from the University's official procurement and contracting office. Purchase Orders should never be used to substitute for other types of contracts and must include terms and conditions approved by the Office of the General Counsel.

**Research and Similar Grant Agreements** – A contract with an external agency or organization, such as the National Science Foundation, National Institutes of Health, and other organizations to provide sponsored research and/or training with restricted funding, which may include the hiring of sub-contractors to allow the University to carry out its obligations under Research Agreements. These agreements are managed and executed by Research Administrative Services, subject to review by the Office of the General Counsel.

**Union Collective Bargaining** - The process by which Howard University negotiates with employees who are represented by unions on terms of employment, such as pay, benefits, work hours, time away from the job, health and safety policies, and other matters.

## V. POLICY PROCEDURES

### A. General Guidelines - Contracts

#### 1. Delegation of Authority

The Howard University Board of Trustees Bylaws delegates certain authority to the President of the University to sign contracts, and also provides that the President may delegate such authority. This policy delineates the manner in which presidential contract signing authority is delegated. Said delegation shall remain in place until this policy is amended or revoked by a sitting president of the University. Further delegation to other positions must be approved by the President in advance and in writing.

## 2. Clarification of Delegation

An employee has contract signing authority only if provided with such authority according to the provisions of this policy. In instances where an employee requires clarification about contract signing authority, he/she should seek guidance from the Office of the Chief Financial Officer and/or the Office of the General Counsel. Any contract executed by an employee without authority delegated in writing and approved by the President is void. (Please see NOTICE TO THIRD PARTIES / CONTRACTING PARTIES, above.)

## 3. Requirements for Executing Contracting Authority

It should be well noted that this authority, sometimes referred to as "contracting authority," is really only authority to sign contracts on behalf of the University. *This authority does **not** dispense with other safeguards and procedures in the contracting process*. Indeed, having contract signature authority presumes that you are keenly aware of your responsibilities to utilize the correct contracting and procurement procedures to ensure the University's protection. The following are minimum requirements to meet one's responsibilities as an authorized contract signer:

## 4. Pre-Conditions to Contracting Authority

Contract signing authority assumes that such authority will be implemented according to the correct procedures and safeguards in the contracting process. Individuals who are authorized to sign contracts on behalf of Howard University according to the provisions of this policy have an affirmative duty to mitigate institution risk by making decisions based on the best interest of the University. The following are minimum requirements:

(a) The contract signer must negotiate each contract by placing the interests of the University as paramount. The contract signer must never make the mistake of identifying with the interests of a vendor, or other third party, in opposition to those of the University. Prior planning should be used on the part of the contract requestor, allowing adequate time for the contracting process. Prior planning may avoid unnecessary expediting of legal review and other processing, which may place the University in a position of having to choose between thorough negotiations to fully protect its interests and losing a contracting opportunity.

(b) The contract signer has an affirmative duty to disclose conflicts or apparent conflicts of interest to the Office of the General Counsel. The contract signer must always guard against conflicts of interest in the contracting process, ensuring that she or he is not materially conflicted in any transaction directly with the University, or with third parties. The contract signer shall ensure that others involved in the vendor selection process are not conflicted, as well. If there is the possibility of a conflict based on financial, familial or other consideration, or the appearance of a conflict, the contract signer shall contact the Office of the General Counsel ("OGC"), and complete appropriate Conflict of Interest forms to ensure that the transaction can be completed without violating University policy, including the Howard University Code of Ethics and Conduct.

(c) Regardless of contract signing authority, every contract at the University must be reviewed by the OGC, unless the OGC explicitly waives this requirement in writing.

(d) Regardless of contracting authority, every contract at the University is subject to review by and concurrence of the Office of Risk Estate and Asset Management for the University; and the Office of the Assistant Vice President for Risk Services for the Hospital.

(e) Every grant application, award, contract or sub-contract in which a third party, whether government or private sector, provides funding to the University with restrictions or reporting requirements, must be processed through Research Administration Services ("RAS") before being signed. Normally, RAS should be the first stop along the processing channels in such cases.

(f) The contract signer has an affirmative obligation to determine whether the provisions of a contract within his/her purview may affect another University department or office, and to consult, review, and seek concurrence with the affected department or office. In situations where consensus cannot be reached with another affected department or office, the contract signer should refer the matter to the next level of supervision.

(g) This policy prohibits dividing contracts that are for the same purpose into multiple contracts to circumvent dollar threshold requirements for signature authority.

(h) Contract amendments or change orders that result in an increase in the contract value equating to the greater of $50,000 or 10% of the original contract price must be approved by the Chief Financial Officer.

(i) Contract amendments that change material terms of an agreement shall be subject to the review and concurrence of the General Counsel.

## B. General Guidelines for Non-Contracts

There are authorities required for various other official actions at the University, such as certifying diplomas, which are not contracting authorities. Such authorities are assigned through mechanisms other than this policy: this policy is restricted to contract signing authority.

## C. The Authorities Delegated, as Depicted in the Matrix

There are a total of seven University positions that have been granted Title Delegatee authority to sign contracts under this Policy, as listed in the Matrix. Of course, the President may create additional delegation through a written instrument, but it is anticipated that such delegations will be extremely limited.

With the exception of the President and Chief Financial Officer, authorities are restricted to programs, projects and transactions which organizationally fall under the purview of a Delegatee's normal jurisdiction. For example, the Vice President for Development and Alumni Relations is not authorized to sign an engineering research agreement. Additionally, the Delegatee has an affirmative obligation to determine whether the provisions of a contract within his/her purview may affect another University department or office, and to consult, review, and seek concurrence with the affected department or office. In such cases, the Delegatee seeking the contract should coordinate with the second office before executing the contract. (For example, a contract for software requires consultation with Enterprise Technology Services (ETS): a Delegatee must seek the written endorsement of ETS before signing the contract.)

In the event that the position of Chief Financial Officer is vacant, or that the person occupying the position is temporarily unavailable or unable to perform their duties, the President may appoint a signatory with signature authority identical to those of the Chief Financial Officer (the "Alternate CFO

Signatory"),whose sole authority derived under this policy shall be to sign contracts up to one million dollars ($1,000,000) singly and to sign contracts over one million dollars ($1,000,000) in conjunction with the President.

### D. Delegated Authority Levels and Authorities by Contract Type in Matrix

The page following Section VII of this policy shows a Contracting Authority Levels and Administrative Requirements Matrix, for Title Delegatees, which delineates contracting authority by type, and according to Title Delegatee. This Matrix is approved by the President and may change from time to time according to changes in organizational structure or the requirements of the University.

## VI. SANCTIONS

Failure to follow this policy or any other approved University policy shall result in disciplinary action, including termination of employment.

If an employee signs a contract without the proper authority as stipulated in this policy, the employee may be held personally responsible for the amount of the contract; face legal action; and/or be subject to the full range of disciplinary actions by the University, up to and including termination of employment or enrolled student status.

## VII. WEBSITE ADDRESS

The following related policies may be found on the Howard University Policy website at https://secretary.howard.edu/policy-office:

200-003 *Procurement – General*

300-001 *Accounts Payable – Payment to Vendors*

400-003 *Record Retention and Destruction*

400-004 *Hotline and Whistleblower Policy and Procedures*

400-007 *Conducting Global Business in Compliance with Foreign Corrupt Practices Act*

800-001 *Gift Acceptance and Administration* *Code of Ethical Conduct*

# Signature Authority – Presidential Delegation Letters

## HU Cabinet Members and Other Officers

**$0-$1 Million Level Authorities** *Updated 11/5/2026*

| NAME | TITLE | SIGNATURE AUTHORITY |
|---|---|---|
| Wayne A. I. Frederick, M.D., MBA | Interim President | Bylaws and Policy<br>$1 million+ |
| Ms. Princess Gamble | Vice President and Interim Chief Development Officer | Policy<br>$1 million; gifts: no limit |
| Allison Morgan Bryant, Ph.D. | Senior Vice President and Chief Operating Officer | Delegation Letter<br>$250,000 |
| Aristide J. Collins Jr., Ed.D. | Senior Vice President and Secretary | Delegation Letter<br>$250,000 |
| Cynthia Evers, Ph.D. | Senior Vice President for Student Affairs | Delegation Letter<br>$250,000 |
| Andrea Hayes Dixon, M.D., FACS | Dean, Howard University College of Medicine | Delegation Letter<br>$500,000 |
| Dana C. Hector, CRA | Senior Executive Director, Research Development and College Partnerships | Delegation Letter<br>Sponsorship Awards and Subawards (no limit) |
| Mr. Rawle M. Howard | Assistant Vice President & Chief Procurement Officer | Delegation Letter<br>$250,000 |
| Joe Leonard Jr., Ph.D. | Assistant Vice President, External Affairs | Delegation Letter<br>$250,000 |
| Kim Lewis, Ph.D. | Vice President of Research and Chief Research Officer | Delegation Letter<br>$250,000 and for Patent Licensing Agreements: no limit |
| Warren Petty, Ed.D. | Vice President and Chief Human Resources Officer | Delegation Letter<br>$250,000 |
| Florence W. Prioleau, Esq. | Senior Vice President, General Counsel | Policy<br>$1 million, plus legal engagements and settlement |
| Ms. Rebecca Vazquez-Skillings | Senior Vice President and Chief Financial Officer | Policy<br>$1 million |
| Anthony K. Wutoh, Ph.D. | Provost and Chief Academic Officer | Policy<br>$1 million |
| Mr. Rashad Young | Senior Vice President and Chief Administrative Officer | Delegation Letter<br>$1 million |
| Ms. Lydia Sermons | Vice President and Chief Communications Officer | Delegation Letter<br>$250,000 |
| Ms. Lauren Ferrell | Assistant Vice President of Sponsored Programs | Delegation Letter<br>Sponsored Program Award Agreements: no limit |
| Mr. David Walker | Senior Director, Sponsored Programs Office-Pre-award (Outgoing) | Delegation Letter<br>Sponsored Program Award Agreements: $500,000 |

Notes:

Contracts over $1 million require the signatures of the President and CFO.

Generally, authorities, regardless of dollar limit, are restricted to the officer's area of responsibility.

-See Contract Signature Policy: Contract Signing Authority Levels and Administrative Requirements | Howard University Office of the Secretary

Contracts between $1-5 million require notice to the Executive Committee of the Board within 90 days.

Contracts over $5 million require prior approval of the Executive Committee of the Board.

Most contracts involving rights to real estate require prior approval of the Executive Committee of the Board.

-See Policy (above) and University Bylaws: HU_Bylaws 5 NOV 2021.pdf

# Delegation of Authority MATRIX

## CONTRACT SIGNING AUTHORITIES

| | Committees of BoT | President* | Provost (Including HUH Contracts) | CFO | VP Development and Alumni Relations | Gen Counsel | VP/Secretary | VP Student Affairs |
|---|---|---|---|---|---|---|---|---|
| **Real Estate Transactions:** | | | | | | | | |
| Sale or Purchase - Valued at Or Above $5 Million | X | ZZ | | ZZ | | | | |
| Lease Over 5 Years (UNLESS originally acquired for commercial purpose) | X | ZZ | | ZZ | | | | |
| Lease Over 5 Years but Less than 15 Years (if originally acquired for commercial purpose) | N | | | X | | | | |
| Lease of Less than 5 Years | N | | | X | | | | |
| Sale, Purchase or Lease of Space Designated for Educational Purpose | X | ZZ | | ZZ | | | | |
| Sale or Purchase - Valued above $1 Million and below $5 Million | N | ZZ | | ZZ | | | | |
| Lease with a Term of Less than 15 Years (if property originally acquired for Commercial Purpose) | N | | | X | | | | |
| Lease with a Term of More Than 15 Years (even if property originally acquired for Commercial Purpose) | X | ZZ | | ZZ | | | | |
| **Special Engagement Contracts (No Dollar Amount Designated):** | | | | | | | | |
| Engagement of Auditors | X | | | X | | | | |
| Engagement of Outside Counsel | | | | | | X | | |
| **Intellectual Property Contracts:** | | | | | | | | |
| Licensing, Sale or Assignment of Intellectual Property (Non-Merchandising) | | | | X | | X | | |
| Licensing of University Marks on Merchandise | | | | X | | | | |
| Licensing or other Authorization for Use of the University Seal | | | | | | | X | |
| **Contracts Valued Between $1M and $5M (Non-Real Estate):** | | | | | | | | |
| Regardless of Purpose (if non-real estate), excluding research grants | **N** | ZZ | | **ZZ** | | | | |
| **Contracts Valued at $5M or Over (Non-Real Estate, As Required by the Bylaws)** | | | | | | | | |
| Regardless of Purpose (if non-real estate), excluding research grants | X | ZZ | | ZZ | | | | |
| **Contracts Valued At Up To $1M (Non-Real Estate) For:** | | | | | | | | |
| Operating Supplies | | | X | X | X | X | X | X |
| Professional Services | | | X | X | X | X | X | X |
| Personal Services | | | X | X | X | X | X | X |
| Employment of Faculty | | | X | | | | | |
| Employment of Administrators | | | | X | | | | |
| Union Collective Bargaining | N | ZZ | ZZ | ZZ | | ZZ | | |
| Academic Affiliation Agreements | | | X | | | | | |
| International Operations (involving the Global Business Steering Committee) | X | ZZ | ZZ | ZZ | | | | |
| Research and Similar Grant (Final) Agreements | | | X | X | | | | |
| Gifts and Pledge Agreements | | | | X | X | | | |
| Construction Contracts | N | ZZ | | ZZ | | | | |
| CFO Prerogatives (See Note 6 for description) | | | | X | | | | |
| Miscellaneous (but not otherwise triggering Board approval or a 2-signatory requirement) | | | | X | | | | |
| Legal Settlements (General) - At or Above $1 M | X | | | X | | X | | |
| Legal Settlements (Medical Malpractice) - At or Above $1M | X | | X | X | | X | | |
| Legal Settlements (General & Medical Malpractice) - Below $1M | | | X | X | | X | | |

NOTES:

1 - All contracts and agreements must be reviewed by Office of the General Counsel (OGC) for both legal sufficiency and business sensibility, unless waived in writing by the OGC.

2 - All contracts must be signed by the named officer or a documented designee.

3 - All contracts must be maintained by the signatory's office, and uploaded to a University-wide central depository, once provided by the CFO's office

4 - Supplies and Services below $50,000 must include contract language approved by the OGC before signature, with or without a purchase order.

5 - *The President is not a delegatee, but rather the source of delegation. The President is listed to indicate line items which require two signatures, including the President's (represented by "ZZ" in the Key).

6 – Alternate CFO Signatory, if appointed by the President, shall assume the contract signature duties of the CFO until the President replaces the Alternate CFO Signatory or a new or Interim CFO is appointed.

7 - President must notify BOT within 90 days of all contract values over $1M

8 - If a contract amendment increases the contract value to $1M, the CFO will advise the President in writing for approval and to execute the notification requirement to the BOT.

9 - If a contract amendment increases the contract value to $5M, the CFO will advise the President in writing to seek prior Board approval

KEY:

1 - An "X" in multiple columns of the same row means signing may be done by any of the authorized signers if the subject matter is under their domain.

2 - The shaded "Committees of BOT" column indicates whether a committee of the Board of Trustees must be noticed, or whether prior approval must be received.

3 - A red "X" in the "Committees of BOT" column means that transaction in that category must be PRE-APPROVED by the Board.

4 - A black "N" in the "Committees of BOT" column means that the Board must be NOTICED on a transaction of that category.

5 - The Provost has signature authority for all Howard University Hospital contracts.

6 - "ZZ" means 2 signatures required, one being the President.

7 - A green "X" means OGC pre-approval needed before signature.