

## **Interim Policy Governing the Delegation of Authority to Sign Contracts on Behalf of WPI**

### **I. Purpose of this Policy**

The purpose of this Policy is to define the authority of individuals to sign Contracts on behalf of WPI in order to mitigate the legal, reputational and/or financial risk to WPI. No employee has authority to sign a Contract on behalf of WPI unless they have been granted Signature Authority pursuant to this Policy. Capitalized terms in this Policy have the meanings defined in Section II.

### **II. Definitions**

**“Contract”** means an agreement, regardless of form, between WPI (acting in its own name or through any operating unit or affiliated entity) and one or more parties, intended to have binding legal effect. This definition is purposefully broad and intended to capture Contracts where WPI pays money, receives money, or where WPI is receiving or contributing non-monetary, in-kind benefits (e.g., exchange agreements). The cumulative amount of the Contract over the entire course of the Contract’s term shall dictate whether the signatory’s threshold limits have been reached. For clarity, purchases of services in the name of the individual (e.g., plane tickets, rental cars) are not the subject of this policy but should comply with the [Business Expense Policy](#) and related policies referred to therein.

**“Signature Authority”** means the authority to sign Contracts that legally bind WPI. Unless there is evidence to the contrary, those individuals named in this Policy and [Appendix A](#) as having Signature Authority who sign Contracts are presumed to be acting as agents of WPI, within the scope of their employment.

**“WPI”** means Worcester Polytechnic Institute, any operating unit of WPI, and any entity affiliated with WPI, including centers and institutes of WPI.

### **III. Delegation of Authority**

No Contract may be signed until the signatory first ensures that (i) the amounts legally committed under the Contract are covered by identified revenues or reserves or an existing line of credit; (ii) any required existing departmental or divisional process has been followed (e.g., International Educational Partnership Process); and (iii) the signatory reviews and understands the terms and legal obligations set forth in the Contract. Employees are strongly encouraged to seek the assistance of the Office of the General Counsel before signing a Contract on behalf of WPI. Contracts for amounts that exceed the stated limits within this Policy and [Appendix A](#) do not require Board approval provided that the Contract amount is within the approved budget and/or has been pre-approved by the Board.

#### **A. Signature Authority of the President**

WPI’s Bylaws provide that “the Board, while maintaining general overview of WPI, entrusts the operation of WPI to the President. The policies established or approved by the Board shall be administered by the President directly, or by delegation to others.” (WPI Bylaws, Article V.A.)



The Bylaws identify the President as “the chief executive officer of WPI responsible for all of WPI’s affairs” (Article V.B.) and give the President authority to “[o]perate WPI, including all of its academic, administrative and financial affairs.” (Article V.B.1.)

Pursuant to the Board’s authority as stated in the WPI Bylaws, the Board has delegated Signature Authority to the President to sign (1) Contracts valued up to **\$10 million** and (2) Gift agreements in any Contract Amount or Contract Term as set forth in the WPI Gift Acceptance Policy. Contracts for amounts exceeding \$10 million may be signed by the President only after obtaining prior approval from the Chair of the Board.

#### **B. Signature Authority of the Executive Vice President/Chief Financial Officer**

Pursuant to the President’s authority under the Bylaws, the President has delegated Signature Authority to the Executive Vice President/Chief Financial Officer (EVP/CFO) to sign Contracts valued up to **\$2.5 million**. Contracts with a value between **\$2.5 million and \$5 million** require signature of the EVP/CFO and the Provost or President. Contracts between **\$5 million and \$10 million** must be signed by the EVP/CFO and the President.

#### **C. Signature Authority of Other Officers and Senior Administrators**

The officers and senior administrators identified in Appendix A to this Policy have the authority to sign Contracts on behalf of WPI as specifically stated in Appendix A. If the Contract amount and/or term exceeds the limits of the officer or senior administrator as set forth in Appendix A, then they must also obtain the signature of the EVP/CFO and/or the Provost or President. Such officers and senior administrators have further authority to delegate their Signature Authority to members of their department or unit within the limitations set forth in Appendix A; provided, however, that the officer or senior administrator must electronically complete and sign the “Delegation of Signature Authority Form” [by clicking this link](#) and submitting it to WPI’s Controller before the delegation becomes effective. For reference purposes, a copy of the delegation form is attached to this policy as Appendix B.

#### **IV. Review**

This policy shall be reviewed every three (3) years, or sooner if necessary.

#### **V. Questions**

Questions concerning the scope, application, and interpretation of this Policy should be addressed to WPI’s EVP/Chief Financial Officer or the General Counsel.

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**Policy Sponsor:** Finance & Operations; Office of the General Counsel

**Responsible Department:** Controller’s Office

**Effective Date:** Interim status effective March 28, 2023

**Appendix A**

<b>Title</b>	<b>Contract Amount (up to)</b>	<b>Contract Term (up to)</b>	<b>Contract Subject Matter</b>
Provost	\$2.5 million  >\$2.5-5 million requires signature of Provost & EVP or President	5 years	Academic affairs of WPI, and the compliance thereof with applicable governmental regulation, regardless of the Contract Amount and the Contract Term, including, without limitation, all faculty Contracts, all Contracts relating to sponsored programs, intellectual property management, research compliance and human subject research, and all Contracts relating to student or faculty exchanges with other institutions.
Vice Provost for Research	\$1 million  >\$1 million requires signature of VPR & Provost  >\$2.5 million requires signature of VPR & Provost & EVP	5 years	Sponsored research, intellectual property management and research compliance.
Senior Vice President of Talent & Inclusion	\$1 million	5 years	Non-faculty employment Contracts, employment search Contracts, temporary employment agency Contracts, consulting services Contracts, agreements concerning termination and severance, Contracts for the hiring of independent Contractors.
Academic Deans of the Schools and Undergraduate/Graduate Studies	\$1 million	5 years	Affiliation agreements, student exchange agreements, clinical programs and practicum agreements, agreements for consulting services.

Title	Contract Amount (up to)	Contract Term (up to)	Contract Subject Matter
Vice President of Information Technology	\$1 million	5 years	Hardware procurement, consulting services, software development services, software licensing and software and systems maintenance.
Vice President of Campus Planning & Facilities Management	\$1 million	5 years	Facilities planning, design and construction services, construction cost estimating services, services pertaining to environmental assessments and response actions, and facilities maintenance services.
Senior Vice President of Student Affairs	\$1 million	5 years	Services related to student events and programs, employment for coaching staff, sponsorship agreements, media agreements, agreements pertaining to athletic conferences and contests, agency agreements pertaining to merchandise licensing and athletics sponsorship, licensing of WPI marks for related purposes, agreements related to student activities, residential and dining services, health services, the Student Development and Counseling Center, Fraternities and Sororities, and the Career Development Center.
Vice President of University Advancement	Unlimited	Unlimited	Gift agreements in any Contract Amount or Contract Term as set forth in the WPI Gift Acceptance Policy.
	\$1 million	5 years	Services relating to alumni events and activities, Contracts for consulting and other services related to advancement and alumni relations.
Vice President and Chief Marketing Officer	\$ 1 million	5 years	Crisis communications, digital marketing communications, editorial services, marketing and brand management, marketing technology, media relations and training, print and design services, social media and strategic communications.
Vice President, Enrollment Management	\$ 1 million	5 years	Admissions, financial aid, enrollment management, systems and operations, and pre-collegiate outreach programs.

<b>Title</b>	<b>Contract Amount (up to)</b>	<b>Contract Term (up to)</b>	<b>Contract Subject Matter</b>
Senior Vice President & General Counsel	\$1 million	5 years	Settlement agreements, mortgage discharges, settlement statements and other customary documents delivered in connection with conveyances.



**Appendix B**

**Delegation of Authority Form**

As per the “Policy Governing the Delegation of Authority to Sign Contracts,” this form must be completed and signed by the officer or senior administrator listed in Appendix A to the policy who intends to delegate their Signature Authority to an individual in their department or unit (“Delegator”). This form must also be signed by the individual to whom the officer or senior administrator is delegating their Signature Authority (“Delegatee”). The delegation of Signature Authority shall not be effective until the WPI Controller receives a completed and signed Delegation of Authority Form. The delegation set forth on this form shall be reviewed on an annual basis.

**Name of Delegator:** \_\_\_\_\_

**Name of Delegatee:** \_\_\_\_\_

**Purpose of Delegation:**

**Amount of Delegation (up to):** \_\_\_\_\_

**Time Period of Delegation (e.g., date range, one time only, etc.):** \_\_\_\_\_

\* \* \*

**ACKNOWLEDGEMENT OF RESPONSIBILITY**

Delegator and Delegatee acknowledge and understand that this delegation is subject to all requirements of the Policy Governing the Delegation of Authority to Sign Contracts. It is, therefore, the responsibility of the Delegator and Delegatee to ensure that no Contract may be signed until the signatory first ensures that (i) the amounts legally committed under the Contract are covered by identified revenues or reserves or an existing line of credit; and (ii) the signatory reviews and understands the terms and legal obligations set forth in the Contract. The delegation set forth on this form shall be reviewed on an annual basis.

\_\_\_\_\_  
Name of Delegator

\_\_\_\_\_  
Name of Delegatee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date