

SIGNATORY AUTHORITY POLICY

Overview

The Bylaws (“Bylaws”) of the Trustees of Tufts College (the “University”) designate the President of the University as the leader of the educational policy and chief executive officer of the University. Section 3.1.3 of the Bylaws provides that:

“Signatory Authority The President shall have power to sign in the name and on behalf of the University all duly authorized contracts, deeds and other instruments, including acceptances of gifts, bequests and devises to the University. Any such instrument may also be signed in the name and on behalf of the University by the Chair of the Board or any other person designated for that purpose by the Board of Trustees or the Executive Committee.”

This policy represents an outline of the scope of authority being granted to the various officers and employees of the University. **Nothing in this Policy shall be deemed to override the authority granted by the Bylaws to the Board of Trustees and its established committees or to specific officers of the University.** Questions concerning the interpretation of this policy and its application in specific situations should be forwarded to the Executive Vice President and/or University Counsel.

Except as otherwise set forth herein, all persons designated as having signature authority under this Policy are hereby authorized to execute, acknowledge and deliver to external parties, in the name and on behalf of the University, any and all agreements, documents or other instruments permitted herein that they determine to be necessary or appropriate to carry out the transactions authorized thereby.

Except as provided in this Policy, no faculty member, staff or student has authority to enter into any contract or financial commitment on behalf of the University. **Individuals who purport to enter into contracts or financial commitments on behalf of the University without authority may be personally liable for such contracts or commitments, whether oral or written. Individuals who enter into unauthorized contracts or commitments may also be subject to disciplinary action, up to and including termination.**

All financial commitments on behalf of the University are subject to budget approval.

Signature Authority

Except as specifically provided herein and in the Bylaws, no individuals are deemed to be officials of the University or to have the authority to bind the University as an institution, either contractually or financially.

The positions listed below or in Exhibit A have signatory authority inherent in the position. No other positions have inherent signatory authority and, therefore, can only obtain authority through written delegation.

All joint degree agreements with another institution must be approved in accordance with the By-laws.

All agreements for the retention of lawyers, legal consultants and investigators must be executed in accordance with Appendix A.

I. President

The President has inherent authority to sign all contracts and agreements on behalf of the University pursuant to Section 3.1.3 of the Bylaws. The President is authorized to exercise this authority notwithstanding any prior delegations of said authority.

II. Provost

The Provost has authority to sign all contracts and agreements relating to the academic affairs of the University, including without limitation, research and licensing matters and faculty appointments without dollar limitations.

III. Executive Vice President

The Executive Vice President has authority to sign all contracts, agreements and official documents relating to the business of the University, including, without limitation, loans, mortgages, leases, purchase agreements and placement agreements without dollar limitations.

IV. Deans, Vice Provosts, Senior Vice Presidents and Vice Presidents

Except as otherwise set forth in Appendix A, Deans (each only as referenced in [Appendix A](#)), Vice Provosts, Senior Vice Presidents and Vice Presidents have the authority to execute agreements within their respective areas of responsibility on behalf of the University as defined in [Appendix A](#), in an amount not to exceed \$1,000,000.

V. Secretary and any Assistant Secretary

The Secretary and any Assistant Secretary are authorized to attest to the proper execution of documents on behalf of the University by its officers.

VI. Other Authorized Signatories

Others with signing authority are as set forth in [Appendix A](#).

VII. Delegation of Authority to Others

Those provided authority by this policy and the Bylaws may delegate authority in writing to execute contracts and agreement up to their assigned limit to individuals within their organization consistent with [Appendix A](#).

The delegation must be documented in writing with a copy sent to (i) the Vice President for Finance, (ii) the Office of University Counsel, (iii) those supervising the delegating official and (iv) those that have received the delegation. The original shall be retained on file by the delegating official. No signing authority may be delegated to a non-employee, unless authorized by the President, Provost or Executive Vice President. Individuals that have received delegation cannot further delegate authority to others.

IX. Additional Guidelines

- A. No officer, faculty or employee can commit or approve expenditures from which they will receive a direct personal benefit. Approval should always be obtained from the next higher level of management. Refer to Tufts' Business Conduct Policy.

- B. During a temporary absence, and in the absence of specific delegation of authority, approval must be obtained from the next higher management level within the same chain of delegation.
- C. Under no circumstances should approval be given at any level for expenditures or commitments of funds that are in conflict with the letter or spirit of existing laws or the University's Business Conduct Policy.
- D. The individual who approves any transaction which constitutes a commitment between the University and a non-University party is responsible and accountable for ensuring that:
 - 1. He or she has the authority to approve the transaction or execute a contract;
 - 2. Where required, institutional review and approval has been obtained before any commitment is made;
 - 3. Where appropriate, the transaction, proposal or agreement includes the appropriate standard provisions recommended by University Counsel;
 - 4. Funds for the transaction have been allocated or are otherwise available within regularly approved budgets, special appropriations, or restricted or designated accounts;
 - 5. There is no real or apparent conflict of interest on the part of the approving individual or any other individual or organization involved in the transaction or, where a real or apparent conflict of interest does exist, the issues have been resolved prior to entering into the transaction or contract as provided for by the University's Conflict of Interest Policy.
- E. This Policy is designed to address transactions that occur in the normal course of business. Transactions or expenditures that are normally accumulated for approval should not be separately approved to avoid a higher approval level.
- F. All contracts or consulting agreements that are not on standard or previously approved forms should be reviewed by the Office of University Counsel before execution, unless other arrangements for internal or external legal review have been approved by the University Counsel or the Executive Vice President.

Approval Entity(ies)

Office of University Counsel
Finance Division Office
Academic Council
Office of the President

Approval Date

November 9, 2017

Effective Date

November 9, 2017

Executive Sponsor(s)

Thomas S. McGurty, Vice President for Finance and Treasurer

Responsible Office(s)

Finance Division Office (Vice President for Finance and Treasurer, Associate Treasurer, or Controller).

Revision

The University reserves the right to change this policy from time to time. Proposed changes will normally be developed by the policy managers with appropriate stakeholders. The approval entities have sole authority to approve changes to this policy.

Appendix A

General Procedures

Each authorized signatory has the authority to execute contracts and agreements within his/her specific area of responsibility as follows, subject to the limitations set forth below:

Transaction/Matters	Authorized Signatory	Exceptions/Additional Approval
Schools		
<p>Academic, Exchange and Rotation Arrangements:</p> <ul style="list-style-type: none"> • Academic affiliation or exchange agreements • Clinical rotation for field placement agreements; and internship agreements for students • Membership arrangements in academic (non-research) networks; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature <p>Service Arrangements:</p> <ul style="list-style-type: none"> • Contractual agreements for the engagement of consultants or provision of services to such Dean's School, not exceeding \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Service agreements pursuant to which a school, a department or an officially recognized student group is providing non-research services to a third party, not exceeding \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature <p>Faculty Arrangements:</p> <ul style="list-style-type: none"> • Faculty appointment or employment agreements that do not otherwise require Board of Trustee approval • Faculty termination agreements that do not otherwise require Board of Trustee approval <p>Research Conflict of Interest:</p> <ul style="list-style-type: none"> • Research Conflict of Interest Management Plan, as long as such Plan was approved by the Conflict of 	<p>Dean of the Cummings School of Veterinary Medicine</p> <p>Dean of the Fletcher School</p> <p>Dean of the Friedman School of Nutritional Science and Policy</p> <p>Dean of the Sackler School of Graduate Biomedical Sciences</p> <p>Dean of the School of Arts and Sciences</p> <p>Dean of the School of Dental Medicine</p> <p>Dean of the School of Engineering</p> <p>Dean of the School of Medicine</p> <p>Dean of Jonathan M. Tisch College of Civic Life</p> <p>Director of the Human Nutrition Research Center</p>	<p>All new degree programs must be approved by the Academic Affairs Committee of the Board of Trustees</p> <p>All new certificate programs, academic affiliation or exchange agreements must be approved by the Provost</p> <p>Any agreements or clauses that contain research services or research collaborations must be approved by the Office for the Vice Provost for Research or the Director of Technology Transfer</p> <p>Any agreements or clauses that relate to intellectual property issues, any assignment of intellectual property or any non-disclosure agreements in connection with research must be approved by the Director of Technology Transfer</p> <p>Any agreement or arrangement that shares health information, employee records, student educational records or other sensitive information must be approved by the Office of University Counsel or the University Privacy officer</p> <p>All termination agreements for faculty members must be reviewed by the Office of University Counsel</p> <p>Research Conflict of Interest management Plan must be also signed by the Vice Provost for Research</p>

Interest Committee		
Service Arrangements: <ul style="list-style-type: none">Contractual agreements for the engagement of consultants for such EAD's School, not to exceed \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature	Executive Administrative Deans	

<p>Office of Vice Provost for Research</p>		
<p>Research and Intellectual Property Arrangements:</p> <ul style="list-style-type: none"> • Intellectual property agreements (regardless of whether they are in connection with Tufts IP or a third party IP) • Non-disclosure agreements relating to research activities • Core facility use/service arrangements however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Contractual agreements for the engagement of consultants for research matters, not to exceed \$250,000, however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • IP licenses, IP options, IP transfer agreements, material transfer agreement, data use agreement • Joint or master research agreements; collaboration agreements; visiting scientist agreements • Clinical trials agreement/Clinical studies agreements • Grants, research contracts and other sponsored project agreements with the federal government or with other third parties, including foundations and other institutions; and research subcontracts, sub-awards and sub-grants • Teaming and research collaboration agreements • Membership arrangements in research organization or networks however, any contract for more than \$5,000 must be reviewed by Purchasing before signature <ul style="list-style-type: none"> • Agreements relating to the Institutional Review Board, Institutional Biosafety Committee or IACUC <p>Research Conflict of Interest:</p> <ul style="list-style-type: none"> • Research Conflict of Interest Management Plan as long as such Plan was approved by the Conflict of Interest Committee 	<p>Vice Provost for Research</p>	<p>Clinical trials or clinical studies will require approval by the IRB</p> <p>Visiting scientist in a particular School must be approved by the Dean of the School</p> <p>Research Conflict of Interest management Plan must be also signed by the Dean of the School</p>

Art Gallery		
<p>Art-related Service, Lease, Purchase and Exhibition Arrangements:</p> <ul style="list-style-type: none"> • Contractual agreements for the engagement of consultants or provision of services to the Art Gallery not exceeding \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Art lease or art purchase contracts for the Art Gallery not exceeding \$250,000 (value of the art piece) 	<p>Dean of Arts & Sciences</p>	<p>Any contract, lease or purchasing exceeding \$250,000 of art must be approved by Vice President of Finance or Executive Vice President</p>

Central Administration		
<p data-bbox="235 226 678 275">Goods; Services; Real Estate Purchase and Sale Arrangements:</p> <ul data-bbox="284 317 678 1066" style="list-style-type: none"> • Contracts or agreements for Tufts to purchase or sell goods (except intellectual property assets), not exceeding \$1,000,000 • Consulting or service arrangements, whereby Tufts is receiving services or Tufts or its employees will be providing services, not exceeding \$1,000,000 • Contracts or agreements to purchase or sell real estate or any interest in real estate, not exceeding \$1,000,000 • Non-disclosure agreements (if it is being signed in connection with a vendor arrangement) • HIPAA Business associate agreements with vendors that will have access to personal health information of Tufts employees, students or patients (if it is being signed in connection with a vendor agreement and upon prior review by the Office of University Counsel or the University Privacy Officer) • Any contract, lease or purchasing of art exceeding \$250,000 <p data-bbox="235 1104 656 1129">Gift of Real Estate/Trust Arrangements:</p> <ul data-bbox="284 1161 678 1325" style="list-style-type: none"> • Arrangements related to gift of real estate or any interest in real estate, not to exceed \$1,000,000 • Documents relating to trusts, whether Tufts is a trustee or a beneficiary <p data-bbox="235 1365 570 1390">Futures and Other Investments:</p> <ul data-bbox="284 1394 678 1558" style="list-style-type: none"> • Futures financial contracts (energy, etc.) • Investment, reinvestment and management of the investment assets, excluding assets in the “total return pool” of the University <p data-bbox="235 1598 626 1646">Financial Documents, Loan and Bond Arrangements:</p> <ul data-bbox="284 1692 678 1879" style="list-style-type: none"> • Loan agreements in connection with loans from Tufts, (not including advancements to employees) provided that non-student loans must be approved by the Board of Trustees • Loan agreements in connection 	<p data-bbox="703 226 963 247">Vice President for Finance</p>	<p data-bbox="1015 226 1377 359">Any consulting or service agreements that allows Tufts to share in profits (i.e., joint venture arrangements) must be reviewed by the Office of University Counsel</p> <p data-bbox="1015 401 1382 506">Any non-disclosure agreement pursuant to research must be approved or signed by the Director of Technology Transfer</p> <p data-bbox="1015 548 1369 653">All HIPAA business associate agreements must be reviewed by the Office of University Counsel or the University Privacy Officer</p> <p data-bbox="1015 695 1365 800">All consulting or service agreements involving research by Tufts employees must be signed by the Vice Provost for Research</p> <p data-bbox="1015 842 1377 1031">The Vice Provost for Research is also authorized to sign core facility service and research service agreements; and all research-related service agreements shall be reviewed and approved by the Office of Vice Provost for Research.</p>

<p>with loans to Tufts, subject to prior approval by the Board of Trustees</p> <ul style="list-style-type: none"> • Tax returns and associated documents • Insurance documents • Documents relating to bank accounts and PCI DSS compliance <p>Miscellaneous:</p> <ul style="list-style-type: none"> • Agricultural research contract with HNRCA 		
<p>Gift Arrangements:</p> <ul style="list-style-type: none"> • Gift agreements, annuities and bequest arrangements (excluding receipt of real estate or trust documents) • Contractual agreements for the engagement of consultants for advancement and gift matters, not to exceed \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature 	<p>Senior Vice President/Vice President for Advancement</p>	<p><i>If not readily apparent if the award is a grant or gift, Sponsored Programs Accounting (SPA) will review the documentation and decide which classification is most appropriate.</i></p> <p>All gift agreements relating to real estate must be signed by the Vice President of Finance</p> <p>All documents relating to trusts must be signed by the Vice President of Finance</p>
<p>Community and Government Relations Arrangements:</p> <ul style="list-style-type: none"> • Contracts for community and government relations, lobbying activities; and contracts for the engagement of consultants, in each case not to exceed \$500,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature <p>Communications and Marketing Arrangements</p> <ul style="list-style-type: none"> • <i>If the Vice President for Communications and Marketing reports to the Senior Vice President for University Relations, contracts for marketing; contracts for designs, photos, videos and similar arrangements; location permissions/waivers; and contracts for the engagement of consultants, in each case not to exceed \$250,000; however, any contract for more than \$5,000 must be</i> 	<p>Senior Vice President/Vice President for University Relations</p>	<p>Communications and Marketing Arrangements may also be signed by the Vice President for Communications and Marketing</p>

<p>reviewed by Purchasing before signature</p>		
<p>Construction, Real Estate and Environmental Documents:</p> <ul style="list-style-type: none"> • Construction, architectural design, renovation agreements and environmental remediation agreements, each not exceeding \$1,000,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Contractual agreements for the engagement of consultants for operations not exceeding \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Space leases and space use licenses; real estate easements; zoning applications or permits; other regulatory real estate filings • Environmental filings • Periodic purchases of energy futures, subject to quarterly review by the Vice President for Finance (as long as the primary futures contract was reviewed and signed by the Vice President for Finance) 	<p>Vice President for Operations</p>	<p>All real estate purchase or sale documents must be signed by Vice President for Finance</p> <p>Any contract or lease with Walnut Hill shall be signed by an officer of Walnut Hill</p>
<p>Information and Technology Arrangements:</p> <ul style="list-style-type: none"> • Purchase and license agreements for information technology systems, software and applications, and services, not to exceed \$1,000,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Contractual agreements for the engagement of consultants for information technology not exceeding \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature 	<p>Vice President for Information Technology</p>	<p>These agreements may also be signed by the Vice President for Finance</p>
<p>Employment and Benefit Arrangements:</p> <ul style="list-style-type: none"> • Offers of employment and termination agreements for staff • Agreements relating to benefit plans, human resources benefits 	<p>Vice President for Human Resources</p>	

<p>and insurance not exceeding \$1,000,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature</p> <ul style="list-style-type: none"> • Consulting agreements providing services or relating to human resources, insurance plans or employee benefits not exceeding \$250,000; any contract in excess of \$5,000 must be approved by Purchasing 		
<p>Communications and Marketing Arrangements:</p> <ul style="list-style-type: none"> • Contracts for public relations and marketing; contracts for designs, photos, videos and similar arrangements, in each case not to exceed \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature • Location permissions/waivers; and contracts for the engagement of consultants, in each case not to exceed \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature 	<p>Vice President for Communications and Marketing</p>	<p>All consulting agreements that deal with intellectual property items must be reviewed by Technology Transfer.</p> <p>If the Vice President for Communications and Marketing reports to the Senior Vice President for University Relations, the Senior Vice President for University Relations is also authorized to sign similar contracts</p>
<p>Office of University Counsel</p>		
<p>Legal and Investigator Engagement Arrangements:</p> <ul style="list-style-type: none"> • Agreements to retain outside counsel, legal consultant or investigator on behalf of the University, including those for the Office of Equal Opportunity (which agreements shall at all times be subject to the Outside Counsel Guidelines to the extent applicable, except as otherwise approved by the General Counsel) • Non-disclosure agreements (if it is being signed in connection with an outside counsel, legal consultant or an investigator arrangement) • HIPAA Business associate agreements with an outside counsel, legal consultant or an investigator that will have access to personal health information of Tufts employees, students or patients • Other agreements in connection with such outside counsel, legal 	<p>General Counsel</p>	<p>School deans are also authorized to sign termination agreements with faculty members</p>

<p>consultant or investigator</p> <p>Legal filings; Settlements</p> <ul style="list-style-type: none"> • Legal opinions, legal pleadings, non-tax filings with foreign, federal, state or local governments and are authorized to waive conflicts of interest by outside counsel • Legal settlements, releases and waivers 		
<p>Endowments/Total Return Pool</p>		
<p>Endowment-Related Investments and Arrangements:</p> <ul style="list-style-type: none"> • All agreements, transactions and arrangements relating investment, reinvestment and management of the investment assets in the “total return pool” of the University and for the retention or termination of external investment managers for the University’s assets, provided that any such investment complies with the investment guidelines approved by the Investment Subcommittee of the Board of Trustees • <i>To the extent authorized by the trustees of Omidyar-Tufts Microfinance Fund (the “Fund”),</i> all agreements and arrangements regarding investments, reinvestment and any sale of securities related to the Fund • Contractual agreements for the engagement of consultants for investment matters, not to exceed \$250,000; however, any contract for more than \$5,000 must be reviewed by Purchasing before signature 	<p>Chief Investment Officer</p>	<p>Other investment documents must be approved or signed by the Vice President of Finance</p>