

Contract Signature Authority Policy

POLICY INFORMATION

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Purpose and Summary

The purpose of this Policy is to protect the interests of the University of Arizona (University) when executing Contracts and promote compliance with laws and policies that apply to University Contracts.

Scope

This Policy applies to all Employees, Designated Campus Colleagues (DCCs), and Students.

Definitions

Contract or Other Written Instrument means any writing that creates a legally binding or legally enforceable obligation or a right for the University. Such a writing may be called a Contract, Agreement, Memorandum of Understanding, Letter of Agreement, or similar terminology. A Contract or Other Written Instrument includes the initial writing and every amendment, renewal, or extension of such writing.

Designated Campus Colleagues (DCCs) means affiliates, associates, volunteers, and interns who are granted DCC status by the University, who contribute their time, services, and expertise to help the University accomplish its mission of teaching, research, and service.

Employee means all University employees, faculty, staff, graduate assistants/associates, and student workers, whether employment is full-time, part-time, permanent, or temporary.

Student means any person enrolled in one or more classes at the University, including enrolled Employees.

Policy

A. Limitations on Signing Contracts

1. Only the following people may sign or otherwise execute a Contract or Other Written Instrument (Contract) that legally binds or is legally enforceable against the Arizona Board of Regents (ABOR), the University, or any of its sub-units:

- The President of the University.
 - An Employee who has been delegated signature authority in accordance with this Policy.
2. No other Employee, DCC, or Student may sign or otherwise execute a Contract. Signing a Contract without signature authority may result in personal liability for the Contract and may also make the Contract void or voidable from its inception.

B. Signature Authority Delegation

1. In accordance with [ABOR Policy 3-103](#), the President of the University may delegate signature authority on behalf of ABOR. The President must certify these delegations to the ABOR Executive Director except in these circumstances:
 - a. the value of the University's obligation under the Contract is \$10,000 or less; and
 - b. the delegation of authority is warranted to improve efficiency and effectiveness of University operations and does not unduly expose ABOR or the University to financial loss.
2. The President may rescind a delegation of signature authority at any time. An Employee's signature authority will automatically terminate if an Employee transitions to a different position at the University or they are no longer employed by the University.

C. Enforcement

1. Employees and DCCs who violate this Policy may be subject to disciplinary action up to and including termination of employment.
2. Students who violate this Policy may be subject to disciplinary action under [ABOR Policy 5-308](#).
3. In addition, individuals who sign Contracts in violation of this Policy may be subject to personal liability for the Contracts in accordance with [A.R.S. section 35-154](#).

Compliance and Responsibilities

Business Affairs is responsible for overseeing compliance with this Policy.

Please note that the following sections are provided solely for the convenience of users and are not part of the official University policy.

Sources

[ABOR Policy 3-103 Signing of Documents on Behalf of the Board](#)

[ABOR Policy 5-308 Student Code of Conduct](#)

[A.R.S. section 35-154 Unauthorized obligations; effect; liability](#)